

# Non-Exclusive MP3 License Agreement

This Non-Exclusive License Agreement ("Agreement") is entered into on [Date] by and between:

**Licensor (Producer):** [Your Full Name / Producer Name] ("Licensor")

**Licensee (Artist/Client):** [Artist's Full Name] ("Licensee")

## 1. Grant of Rights

Licensor hereby grants Licensee a **non-exclusive**, non-transferable license to use the instrumental beat titled [Beat Title] ("Beat") for the creation of one new musical work ("New Recording").

This license permits Licensee to commercially exploit the New Recording worldwide, subject to the terms outlined herein. Licensor retains full ownership of the Beat and underlying composition, and may continue to license the Beat to other parties.

## 2. Ownership & Copyright

- Licensor created and owns the Beat.
- The New Recording shall be considered a derivative work.
- Licensee does not acquire any ownership of the Beat.
- Licensee retains rights only to their original lyrics/vocal performance.
- All copyright registrations of the New Recording must properly credit Licensor:
- 50% Writer's Share to Licensor under [Your Writer Name] (IPI: \_\_\_\_\_).
- 50% Publishing Share to Licensor under [Your Publishing Entity Name] (IPI: \_\_\_\_\_).

## 3. Royalties

1. Mechanical Royalties – Licensee agrees to pay Licensor standard mechanical royalties for all sales, downloads, and streams of the New Recording.
2. Performance Royalties – Collected by PROs (BMI, ASCAP, SESAC, etc.) and split per Section 2.
3. Sync Royalties – Any use of the New Recording in TV, film, advertisements, or video games must include Licensor's publishing/writer shares.
4. Neighboring Rights – Royalties payable from digital performance and international rights shall include Licensor.
5. Master Royalties – For production of the Beat, Licensee agrees Licensor shall receive 50% of all revenue earned from the master/sound recording of the New Recording.

## 4. Term

This license shall remain valid for a period of **three (3) years** from the Effective Date, unless earlier terminated under this Agreement.

## ***5. Usage Rights***

Licensee may:

- Create one (1) New Recording using the Beat.
- Distribute the New Recording on digital platforms (Spotify, Apple Music, YouTube, TikTok, etc.).
- Perform the New Recording live (profit or non-profit).
- Produce one (1) music video using the New Recording.

### **Usage Limits:**

- Up to 500,000 streams/downloads (audio + video).
- Unlimited free promotional use (non-monetized).
- Licensee may not sell, transfer, or sublicense the Beat in its original form.

## ***6. No Refund Policy***

Since this is a digital product, it is deemed “used” upon download.

**ALL SALES ARE FINAL AND NON-REFUNDABLE.**

No refunds or exchanges will be granted under any circumstances.

## ***7. Re-Recording Clause***

If Licensee re-records, re-produces, or re-releases the New Recording with new production not using the Beat, Licensor shall remain entitled to 50% publishing ownership of all subsequent versions of the song.

## ***8. Licensor’s Option***

Licensor reserves the right, within **three (3) years** of this Agreement, to terminate this license for any reason. In the event Licensor exercises this option, Licensor shall reimburse Licensee 100% of the original license fee. Licensee must then remove the New Recording from all platforms.

## ***9. Credit***

Licensee shall credit Licensor on all platforms, metadata, and releases as:

“Produced by [Your Producer Name]”

## ***10. Restrictions***

Licensee may NOT:

- Transfer, assign, or sublicense this Agreement.
- Upload, stream, or distribute the Beat as an instrumental.
- Register the Beat or New Recording with Content ID systems (e.g., YouTube, Facebook, TuneCore, CD Baby).
- Synchronize the Beat or New Recording in film/TV without written permission.
- Use the Beat for samples or sound kits.

### **11. Breach by Licensee**

If Licensee breaches this Agreement:

- Licensee has five (5) business days to cure the breach.
- Unauthorized use results in full liability for damages.
- Licenser may seek injunctive relief and recover legal costs.

### **12. Warranties & Indemnification**

- Beat is provided “as-is” with no warranties of fitness for a particular purpose.
- Both parties agree to indemnify each other against third-party claims arising from their actions.

### **13. Miscellaneous**

- This Agreement constitutes the full understanding between the parties.
- Any disputes shall be governed by the laws of [Your State/Country].
- Electronic signatures are binding and enforceable.
- If any term is found invalid, the remaining terms remain enforceable.

### **Signatures**

Licenser (Producer): \_\_\_\_\_ Date: \_\_\_\_\_

Licensee (Artist): \_\_\_\_\_ Date: \_\_\_\_\_