

# BEAT LICENSE AGREEMENT NO. \_\_\_\_\_

Non-exclusive license to use a musical work (beat)

## LICENSE "TRACKOUT"

Place: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_, professionally known as **VANDRUK** (the "Licensor"), and  
\_\_\_\_\_, professionally known as \_\_\_\_\_ (the  
"Licensee"), together the "Parties", agree as follows (the "Agreement").

### 1. DEFINITIONS

- 1.1. **Beat** — the musical work (instrumental recording) "\_\_\_\_\_" created by the Licensor.
- 1.2. **Track** — a new musical work created by the Licensee on the basis of the Beat by adding vocals and/or other elements.
- 1.3. **Stream** — a single playback of the Track on a streaming platform (Spotify, Apple Music, YouTube Music, Amazon Music, Deezer, SoundCloud and similar services).

### 2. SUBJECT OF THE AGREEMENT

- 2.1. The Licensor grants the Licensee a **non-exclusive** license to use the Beat to create one Track and to use that Track within the limits set out in Section 4.
- 2.2. The Licensee may record vocals over the Beat, shorten it and change its arrangement to the extent necessary to create the Track.
- 2.3. The Licensor retains the right to use the Beat and to license it to third parties. The Licensee may not require the Beat to be removed from sale.

### 3. DELIVERED FILES

- 3.1. Upon receipt of payment the Licensor delivers to the Licensee: **WAV + trackout stems** — without the voice tag.
- 3.2. Files are delivered electronically to the Licensee's e-mail \_\_\_\_\_ or via a download link.

#### 4. SCOPE OF USE

|                                  |                                                                                                    |
|----------------------------------|----------------------------------------------------------------------------------------------------|
| Streams                          | up to 1,000,000                                                                                    |
| Music videos                     | unlimited                                                                                          |
| Live performances                | paid and non-profit                                                                                |
| Radio airplay                    | permitted                                                                                          |
| Sales and downloads of the Track | _____                                                                                              |
| Territory                        | worldwide                                                                                          |
| Term                             | _____ years from the date of this Agreement or until the limits are reached, whichever comes first |

4.2. Once any limit is reached, the Licensee must purchase a higher-tier license or agree an extension of the limits with the Licensor before continuing to use the Track.

#### 5. CREDIT

5.1. The Licensee shall credit the Licensor in the title, description or credits of the Track on all platforms as: **“prod. by VANDRUK”**.

#### 6. RESTRICTIONS

6.1. The Licensee may not:

- sell, distribute or transfer the Beat (including stems) separately from the Track or without added vocals;
- use the Beat in more than one Track;
- register the Beat or the Track with content identification systems (YouTube Content ID and similar) without the Licensor's written consent;
- claim authorship of the Beat, assign rights under this Agreement to third parties or grant sublicenses;
- use the Beat or the Track for any unlawful purpose.

#### 7. OWNERSHIP

7.1. The Licensor retains all copyright in the Beat. The lyrics, vocals and other elements of the Track created by the Licensee belong to the Licensee.

7.2. Publishing split of the Track, if applicable: Licensor \_\_\_\_\_ %, Licensee \_\_\_\_\_ %.

#### 8. FEE

8.1. The license fee is **\$99**, payable in full before the files are delivered.

8.2. Payment method: \_\_\_\_\_.

#### 9. TERM AND TERMINATION

9.1. This Agreement takes effect when the Licensor receives payment and remains in force for the term set out in Section 4.

9.2. If the Licensee breaches Sections 5 or 6, the Licensor may terminate this Agreement by notice sent by e-mail. The license then ends, the Licensee must stop using the Track, and the fee is not refunded.

#### 10. MISCELLANEOUS

10.1. This Agreement is governed by the laws of \_\_\_\_\_. Disputes shall be resolved by negotiation and, failing agreement, by the courts at the Licensor's place of residence.

10.2. This Agreement is concluded electronically. The Parties recognise electronic copies of this Agreement and correspondence sent to the e-mail addresses stated herein as legally binding.

10.3. Amendments are valid only if made in writing or by an exchange of e-mails.

## 11. PARTIES AND SIGNATURES

### LICENSOR

Full name: \_\_\_\_\_

Artist name: **VANDRUK**

E-mail: **beats@vandruk.com**

Website: **vandruk.com**

Signature: \_\_\_\_\_

### LICENSEE

Full name: \_\_\_\_\_

Artist name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Signature: \_\_\_\_\_

Sample agreement for the "Trackout" license. The completed agreement is sent together with the beat files after payment.

SAMPLE