

# ONLY VIBES BEATS

Reggae/Dancehall/Trap/Rap/Chill Instrumentals

**-DE LUXE -Licence Non-Exclusive - Wave - Multi Tracks out**

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**THIS LICENSE AGREEMENT** is made on Mon, 23 Oct 2017 09:55:58 - (« Effective Date ») by and between Licensee (hereinafter referred to as the « Licensee ») also, if applicable, professionally known as Licensee, residing at [N/A] and Dixneuf Laurent (Riddim Instrumental by Only Vibes Beats) (« Songwriter »). (hereinafter referred to as the « Licensor »). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled The Beat Title (Contract Preview Only) (« Composition ») as of and prior to the date first written above. The Composition, including the music thereof, was composed by {Dixneuf Laurent aka Only Vibes Beats} (« Songwriter ») managed under the Licensor.

All licenses are non-refundable and non-transferable.

**Master Use.** The Licensor hereby grants to Licensee a Licence DE LUXE Non-exclusive license (this « License) to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form (« Master Recording »)

**Mechanical Rights.** The Licensor hereby grants to Licensee a licence DE LUXE Unlimited and Non -Exclusive to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital downloads, other miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the « Recordings », and individually, a « Recordings ») worldwide for up to the pressing or selling Unlimited copies of such Recordings or any combination of such Recordings, condition upon the payment to the Licensor a sum of one hundred and ninety-nine dollars and ninety-nine cents (199.99\$) , receipt of which is confirmed.

Additionally licensee shall be permitted to distribute Unlimited free internet downloads or streams for non-profit and non-commercial use. This license allows up Unlimited monetized audio streams to sites like (**Spotify, itunes,Apple,Amazon,Rhapsody** etc ,,,)

## INFORMATION YOUTUBE

**It's important to know that you are not Allowed to Content Id,Audio Id on Youtube,**

**Performance Rights.** The Licensor here by grants to Licensee a DE LUXE license Non-Exclusive to use the Master Recording in Unlimited non-profit performances, shows, or concerts.

**Synchronization Rights.** The Licensor hereby grants limited synchronization rights for Unlimited music video streamed online (Itunes,Apple Music Amazon,Spotify etc..) A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

**Broadcast Rights.** The Licensor hereby grants to Licensee broadcasting rights up to Unlimited Radio Stations.

**Credit and Likeness.** Artist shall have the right to use and permit others to use Producer's approved name, approved likeness, and other approved identification and approved biographical material concerning the Producer for purposes of trade and otherwise without restriction solely in connection with the Masters recorded hereunder. Artist shall accord (or shall cause to accord) Producer a credit on (i) labels and liner notes of the Master, where applicable, (ii) in all configurations (including in applicable meta-data) derived from the Master, (iii) in all trade and consumer advertisements, including Billboard Magazine strip ads, which pertain exclusively to the Masters hereunder, that are one-quarter (1/4) page or larger in size, placed directly by Artist, and appear in so-called "nationwide" trade publications in the United States. Artist shall ensure that Producer is properly credited and Artist shall check all proofs for the accuracy of credits, and shall cure any mistakes regarding Producer's credit. Such credit shall be in the substantial form: "**Produced by Only Vibes Beats**".

**Consideration.** In consideration for the rights granted under this agreement, Licensee shall pay to licensor the sum of **one hundred and ninety-nine dollars and ninety-nine cents(199.99\$ )** and other good and valuable consideration, payable to « **{Only Vibes Beats}** », receipt of which is hereby acknowledged. If the Licensee fails to account to the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the licensor shall have the right to terminate 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 infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

**Warranties, Representations, and Indemnification:**

**a /** Producer warrants and represents that he has the full right and ability to enter into this agreement, and is not under any disability, restriction, or prohibition with respect to the grant of rights hereunder. Producer warrants that the manufacture, sale, distribution, or other exploitation of the Masters hereunder will not infringe upon or violate any common law or statutory right of any person, firm, or corporation; including, without limitation, contractual rights, copyrights, and right(s) of privacy and publicity and will not constitute libel and/or slander. Artist warrants and represents that he has the full right and ability to enter into this agreement, and is not under any disability, restriction, or prohibition with respect to the grant of rights hereunder. Artist warrants that the manufacture, sale, distribution, or other exploitation of the Masters hereunder will not infringe upon or violate any common law or statutory right of any person, firm, or corporation; including, without limitation, contractual rights, copyrights, and right(s) of privacy and publicity and will not constitute libel and/or slander. The foregoing notwithstanding, Producer undertakes no responsibility whatsoever as to any elements added to the Masters by Artist, and Artist indemnifies and holds Producer harmless for any such elements. Producer warrants that he shall not "sample" (as that term is commonly understood in the recording industry) any copyrighted material or sound recordings belonging to any other person, firm, or corporation (hereinafter referred to as "Owner") without first having notified Artist and obtaining Artist's consent. Artist shall have no obligation to approve the use thereof; however, if approved, any payment in connection therewith, including any associated legal clearance costs, shall constitute an additional recording cost and expense and shall be borne by Artist. Knowledge by Artist that "samples" were used by Producer, which was not affirmatively disclosed by Producer to Artist, shall shift, in whole or in part, the liability for infringement or violation of the rights of any third party arising from the use of any such "sample" from Producer to Artist. At Artist's request, Producer shall cooperate with respect to any matters concerning "sampling" which may arise hereunder. The parties acknowledge that Producer did not incorporate any "samples" in the Master hereunder.

**b /** Artist hereby agrees that Producer has not made any guarantees or promises

that the Master fits the particular creative use or musical purpose intended or desired by the Artist. The Master, its sound recording, and the Composition embodied therein are delivered to the Artist "as is" without warranties of any kind of fitness for a particular purpose. Artist further acknowledges and agrees that the Composition produced by Producer may previously have been licensed to third parties on a non-exclusive basis. Any licenses granted by Producer, which precede this agreement, shall remain in effect and shall not be affected by this agreement. Artist waives any claims against Producer for any pre-existing licenses for the Composition. Artist further agrees that Artist will not submit any claims against the third-party licensees for their non-exclusive use of the Composition.

**c /** Parties hereto shall indemnify and hold each other harmless from any and all third party claims, liabilities, costs, losses, damages or expenses as are actually incurred by the non-defaulting party and shall hold the non-defaulting party, free, safe, and harmless against and from any and all claims, suits, demands, costs, liabilities, loss, damages, judgments, recoveries, costs, and expenses; (including, without limitation, reasonable outside attorneys' fees), which may be made or brought, paid, or incurred by reason of any breach or claim of breach of the warranties and representations hereunder by the defaulting party, their agents, heirs, successors, assigns and employees, which have been reduced to final judgment; provided that prior to final judgment, arising out of any breach of any representations or warranties of the defaulting party contained in this agreement or any failure by defaulting party to perform any obligations on its part to be performed hereunder the non-defaulting party has given the defaulting party prompt written notice of all claims and the right to participate in the defense with counsel of its choice at its sole expense. In no event shall Artist be entitled to seek injunctive or any other equitable relief for any breach or non-compliance with any provision of this agreement.

**Audio Samples.** 3rd party sample clearance is the responsibility of the licensee.

**Miscellaneous:** This agreement has been entered into in "L'Oie (Vendée)France and the validity, interpretation, and legal effect of this agreement shall be governed by the laws of France applicable to contracts entered into and performed entirely within such State. The courts of L'Oie (Vendée) France, (state and federal) only will have jurisdiction of any controversies regarding this agreement and the parties hereto consent to the jurisdiction of said courts. All notices, statements, and payments to be sent to any party hereunder

shall be addressed to such party at the applicable address set forth on the first page hereof or at such other address as is designated in writing by the applicable party from time to time. All notices shall be in writing and shall either be served by personal delivery (with a written receipt of such delivery) or certified or registered mail, return receipt requested, all charges prepaid, except statements may be sent by regular

U.S. mail. Except as otherwise provided herein, notices delivered in accordance with the foregoing shall be deemed given when personally delivered, or five (5) days after mailing, except that notices of change of address shall be effective only after actual receipt.

Where approvals are required hereunder, such approval or consent shall not be unreasonably withheld and the parties acknowledge and agree that email confirmations/responses shall suffice. Producer shall not be entitled to any monies in connection with the Master(s) other than as specifically set forth herein. Producer shall have the right to assign this agreement to any parent, subsidiary, or affiliate, or any individual or entity owning or acquiring a substantial portion of Producer's stock or assets provided that Producer remains secondary liable. Artist may not assign any of Artist's rights or obligations hereunder without Producer's prior written consent and any such purported assignment shall be null and void ab initio. Both parties agree and acknowledge that this agreement (a) will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, estates, administrators, and executors; (b) embodies the sole and entire agreement of the parties in respect of, and supersedes all prior oral or written understandings between them concerning the subject matter hereof; and (c) may not be amended except by a written instrument signed by all parties hereto. A waiver by either party hereto of any provision of this agreement in any instance shall not be deemed to be a waiver for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Any breach by either party shall not be deemed material unless, within thirty (30) days (or fifteen (15) days for failure to pay monies owed) after the non-breaching party learns of such breach, the non-breaching party serves written notice thereof on the breaching party specifying the nature of the breach and the breaching party fails to cure such breach, if any, within thirty (30) days (15 days regarding payments) after receipt of such notice, or within a reasonable time thereafter if such breach is not curable within thirty (30) days. In entering into this agreement and providing services pursuant hereto, Artist has and shall have the status of an independent contractor and nothing herein contained shall contemplate or

constitute Artist as Producer's agent or employee. ARTIST UNDERSTANDS THAT ARTIST HAS THE RIGHT TO SEEK THE ADVICE OF INDEPENDENT COUNSEL CONCERNING ITS RIGHTS, THE PROVISIONS HEREOF, AND THE ADVISABILITY OF EXECUTING THIS LEGALLY BINDING AGREEMENT. FURTHER, ARTIST ACKNOWLEDGES THAT PRODUCER HAS GIVEN ARTIST THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL AND ARTIST ACKNOWLEDGES THAT ARTIST IS EXECUTING THIS AGREEMENT VOLUNTARILY AFTER CONSULTATION WITH INDEPENDENT COUNSEL OR INTENTIONALLY DECIDING NOT TO SEEK ADVICE OF INDEPENDENT COUNSEL.

**Governing Law.** This License is governed by and shall be construed under the law of the " L'Oie " Vendée FRANCE, without regard to the conflicts of laws principles thereof.

**Term.** Executed by the Licensor and the Licensee, to be effective as for all time

**Publishing.** Licensee owns 50% of publishing rights.

Only Vibes Beats ( Laurent Dixneuf ) owns 50% of publishing rights.