



LEASE License Agreement

by ROCKYLAGOON.COM

LICENSOR Johannes Wegner ("Producer")

LICENSEE *Client Name* ("Artist")

DATE OF AGREEMENT *Date-of-Purchase*

LICENSE TYPE

In return for payment of the fee of **\$50**, Producer grants a **non-exclusive license** to the Artist to use the chosen musical work named "**BEAT NAME**" (referred to here as "Beat") to create one (1) new recording ("the Track"). The Artist shall have the right to commercially release the Track by any and all means, throughout the world, subject to these terms.

TERM OF USAGE

This license is for a term of **five (5)** years from the date of this agreement ("Term"). After the Term the license will automatically end and the Artist will be required to extend the term by buying an additional license for the beat.

USAGE

Further during the Term the Artist's usage of the Beat shall be limited to the following limits ("Thresholds"):

- **ten thousand** (10,000) for-profit download or physical sales of the Track (i.e. iTunes, CD, Vinyl, etc.)
- **one hundred thousand** (100,000) streams of the Track via so-called subscription services (i.e. Spotify, Apple Music, etc.)
- **unlimited** free internet downloads for non-profit and non-commercial use
- **unlimited** for- or non-profit public performances of the Track
- **one (1)** music video for the Track

Once any of the limits have been reached then the Artist will be required to extend the license by buying an additional license for the beat.

PUBLISHING

The Artist is **not** required to pay the Producer a royalty or any income from the Track.

However, despite this, the Artist agrees that:

- the Producer shall have a **fifty percent** (50%) share of the publishing in the Track and shall receive publishing income directly from the applicable Collection Society.
- The Artist agrees that he/she will register the Producer's interest, on the Producer's behalf, at the collection society in the Artist's home territory to ensure that mechanical and performance royalties are collected throughout the world.
- The Artist shall use the Producer's membership number and follow the directions contained in the email that shall be sent to the Artist by the Producer. [to be drafted separately]
- The Producer and the Artist shall each administer their respective shares of the publishing in the Track. Any sync licences for the Track must be pre-approved by the Producer.
- The Producer shall have the right to receive neighbouring rights income as a performer on the Track directly from the applicable Collection Society.
- The Artist agrees that he/she will register the Producer's interest on the Producer's behalf with the collection society in the Artist's home territory that that administers neighbouring rights income throughout the world.
- The Artist shall use the Producer's membership number and follow the directions contained in the email that shall be sent to the Artist.

ANY QUESTIONS?

Please contact via mail@rockylagoon.com



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WARRANTIES

The Producer warrants and represents the following:

- that he is the owner of the copyright in the Beat;
- that he has the right to enter into this Agreement and to grant all the rights which he grant herein.
- that all necessary consents under law are granted to the Artist .
- that he waives any and all so called moral rights.
- all necessary publishing licenses will be made available to the Artist in respect of the Track free of charge for use by the Artist in connection with non-monetised advertising and/or promotion of the Track

The Artist warrants that and represents the following:

- that they have the right to enter this agreement
- that the Track shall not infringe the rights of any third party
- that they shall comply with all the obligations and limitations set out in this agreement

CREDIT

The Artist agrees to ensure that the Producer is credit on the metadata and packaging or promotion of the Track as follows

- In song titel: "(Prod. ROCKY LAGOON)"
- In description or metadata: "Produced by ROCKY LAGOON"

REPRESENTATIONS

The Artist agrees to indemnify the Producer and hold him harmless from all claims, losses and expenses including reasonable legal fees arising out of or resulting from a claimed breach of the Artist's warranties, representations and obligations in this agreement

SAMPLE CLEARING

If in the description the Beat (Beat title includes the word "Sample") is stated to contain an uncleared sample then Artist agrees that they will take steps to obtain all clearances of the sample prior to release of the Track.

The Artist shall also take steps to clear the publishing sample. The Artist shall indemnify the Producer from all losses and costs arising from any claims from third parties concerning the Artist's failure to take the required steps. The producer warrants that he will inform the artist via email after the purchase about the used uncleared sample based on song title and artist name.

OWNERSHIP

The Artist acknowledges that the Producer shall retain ownership of the copyright in master and the underlying composition the Beat and shall have the right to grant separate licenses thereof to other artists.

The Artist acknowledges that the payment for this license is non-refundable. If the Artist fails to comply with any obligation hereunder the Producer shall have the right on notice to the Artist to terminate this license and all rights shall revert to the Producer. Such termination shall render any further exploitation by the Artist as an actionable infringement of copyright.

MISCELLANEOUS

- This rights granted to the Artist are not assignable or otherwise transferable
- This license constitutes the entire agreement between the parties
- This Agreement shall be construed in accordance with the law of Germany.

ANY QUESTIONS?

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