



THIS LICENSE AGREEMENT is made on 4/22/25, 11:31 AM ("Effective Date") by and between Licensee (hereinafter referred to as the "Licensee") also, if applicable, professionally known as Licensee , and CraddyMusic ("Songwriter"). (hereinafter referred to as the "Licensor"). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled Tropical Depression ("Composition") as of and prior to the date first written above. The Composition, including the music thereof, was composed by CraddyMusic ("Songwriter") managed under the Licensor.

License Fee & Delivery:

- Fee: Pay the **\$599.99** license fee to activate this agreement.

Beat Removal:

- Once you purchase exclusivity, the Producer will pull the beat from their store so it's no longer for sale.

Delivery of the Beat:

- After payment and a signed agreement, you'll get an email (to the address you provided) with download links for:

– WAV (24-bit/44.1 kHz) – MP3 (320 kbps) – Stem files (separate tracks)

Term:

- Your exclusive license lasts forever—unless you break the rules and don't fix it within five business days, at which point it ends and you must stop using the beat.

Use of the Beat:

- **Exclusive Going Forward:** The Producer cannot license the beat to new buyers, though anyone who already licensed it ("Prior Licensees") keeps their rights and cannot be blocked.
- **One Song & Recording:** Create one transformed track (add vocals/instruments, change tempo/pitch/arrangement).
- **Sampling Your Version:** You may let others sample your finished track—but no one may use the original beat to make new songs.
- **Sales & Streaming:** Distribute free (mixtapes, SoundCloud) or paid (iTunes, Spotify, CDs)—no limits.
- **Live Performances:** Perform anywhere; one live recording counts as your one recording.
- **Radio:** Submit to AM/FM, satellite, or internet radio—no extra permission—while honoring prior licensees and paying Producer royalties.

Music Videos & Sync:

- **Unlimited videos promoting your song**—credit "Produced by CraddyMusic"—monetize on YouTube/IG/FB.
- **You may license your 50% share for ads/TV**, but the Producer's 50% always needs a separate license.
- **No ContentID:** Don't register on systems like YouTube ContentID—only the Producer may do that.
- **No Direct Beat Sales:** You can't sell or profit from the raw beat itself.

PRO Registration:

- **Register the new song with ASCAP/BMI**, crediting CraddyMusic for 40% of songwriting (IPI: 730189061).

Royalties:

- Mechanical (Sales & Streams): Producer gets 40%—set up a 40/60 split via your distributor or pay directly (PayPal CraddyMusic@Gmail.com).
- Sync Fees (Ads/TV/Film): Producer gets 25% of your recording's sync income.
- Music-Video Income: Producer gets 12.5% of all video earnings.

Credit:

- Always list "Produced by CraddyMusic" and "Co-written by CraddyMusic" in metadata, liner notes, video descriptions, etc. Fix any missing credits immediately.

Audio Samples:

- You're responsible for clearing any third-party samples in the beat. The Producer isn't liable for un-cleared samples.

Breach by You:

- 5-Day Cure: You have five business days to fix any breach after written notice or your license ends and you must remove your work.
- Unauthorized Use: All earnings from misuse must be paid to the Producer.
- Injunctions & Damages: The Producer can seek immediate court orders to stop breaches and sue for losses and legal costs.

Representations, Warranties & Indemnification:

- Producer Warranty: They own the beat and its licensed use won't infringe others' rights.
- Your Warranty: Your additions (lyrics, samples, etc.) won't violate anyone's rights.
- Mutual Protection: The party at fault in any lawsuit covers the other's legal fees and damages.

Miscellaneous:

- No Injunctions by You: You waive the right to seek injunctions against the Producer.
- Entire Agreement: This is the full contract—changes must be in writing and signed.
- Severability: If one part is invalid, the rest stays in effect.
- Producer Breach: They get 30 days (or a reasonable start) to fix any breach after written notice.
- Governing Law & Venue: Nevada law applies; disputes go to Clark County courts.
- E-Consent: Paying and clicking “agree” binds you as if you signed a paper contract.

Definitions & Scope:

- This covers the ‘Beat’ (the instrumental files), your ‘New Composition’ (your song using the Beat), and your ‘New Recording’ (the finished audio). It applies to all current and future ways you choose to use or share your song.

Audit & Reporting Rights:

- Send a simple royalty report every quarter (sales, streams, sync, video). Once a year, I may request to review those numbers.

Payment Terms & Courtesy:

- Royalties are due 30 days after each quarter. A small late fee (1.5% per month plus \$50) helps cover extra admin if things run behind.

Mutual Protection:

- If a third party raises a claim about your use of the Beat or song, you’d handle it and I’ll back you up as best I can. My maximum exposure is limited to the fees you’ve paid me.

Fixing Issues & Parting Ways:

- If something needs correction, I’ll let you know in writing and give you 5 business days to sort it out. If we can’t, the license ends, and you’d remove or return the files.

Sync & Placement Heads-Up:

- Just drop me a line 10 days before you use the song in ads, films, or games. If I don't respond in 5 days, you're free to go ahead.

Insurance for Big Syncs:

- For sync deals over \$10,000, kindly add me to your errors-and-omissions policy (min. \$1 million) to keep us both covered.

Privacy & Respect:

- We must keep our financial terms private.

Sharing & Transfers:

- If you'd like to assign or sublicense your rights, just ask—once we both agree in writing, you're all set.

Unforeseen Delays:

- If uncontrollable events (storms, emergencies, war) slow us down, we'll pause and resume as soon as possible.

Future-Proofing:

- This agreement covers all current and future platforms—NFTs, AI tools, VR/AR, and anything new that comes along.

Non-Refundable Fee:

- The upfront license fee is non-refundable once paid, as it secures your rights under this agreement and covers the cost of preparing and delivering the Beat.