



Exclusive Rights Agreement

THIS AGREEMENT, made and entered into on the ___/___/_____ serves as a legally binding contract between **FloTheProducer** ("Licensor") and _____ ("Licensee"). This agreement grants the Licensee exclusive rights to the instrumental named "_____" ("Instrumental").

1. **Grant Rights.** Licensor hereby grants the Licensee the exclusive right to record vocals and synchronize instrumentation to any or all parts of the Instrumental. Licensee is hereby permitted to distribute, perform and visually sync unlimited versions of their master recording for unlimited profitable use, worldwide. Licensee understands that the rights being granted in this Agreement are exclusive and the Licensor will no longer grant other parties the right to overdub the Instrumental that is being licensed in this Agreement.
2. **Fee.** In full consideration of the right herein granted to Licensee, the Licensee has paid the Licensor a non-refundable deposit "fee" of \$_____(USD) for the composition given. Once the deposit "fee" threshold is surpassed, the Licensee thereupon guarantees that the Licensor shall receive a cut of at least 50% on earnings made from performance/publishing royalties, and a cut of at least 20% made from mechanical royalties.
3. **Rights Ownership.** Licensee does not have the right to re-sell the rights or market the product as an instrumental composition; nor claim the instrumental as their own creation. The instrumental composition copyright shall still belong to the Licensor, whom will still be entitled to 100% of all revenue accumulated from the instrumental composition alone. Licensee agrees to refrain from sampling any sounds contained within instrumental or excessively manipulating the instrumental from its original state. Licensor warrants and represents that neither the Music nor any use of Music by Licensee or its assigns will violate or infringe upon the rights of any person or third party.
4. **Conditional Royalty.** In the event a master recording containing the licensed Instrumental is contained on an album where the gross receipts received by the label by virtue of the albums distribute exceeds one million US Dollars (\$1,000,000), the Licensor shall be entitled to a producer royalty of at least five percent (5%) of Net Profits, retroactive to album one.
5. **Clearance.** The Licensor is not responsible for the clearing of any samples. Licensee accepts full responsibility for clearing any and all samples used in the track (if any). The Licensor cannot and will not be held liable for the misuse of any sampled material that Licensee uses in conjunction with the Instrumental. Licensee hereby indemnifies and agrees to hold Licensor harmless for any damages incurred in connection with licensee's use of the instrumental without appropriate clearances.
6. **Credit.** As an additional condition precedent to the License, Licensee shall give Licensor (FloTheProducer) appropriate credit (in track name, credits or verbally recorded on track) on all digital stores; websites, compact discs, record and cassette labels, film or commercial credits, or any other record configuration manufactured which is now known or created in the future that embodies the Tracks created hereunder and on all cover liner notes. Credit will be listed as "Produced/Prod. by FloTheProducer". Licensee also agrees to supply Licensor with the final master recording as an MP3 or WAV file.
7. In the event a dispute arises concerning or related to this agreement, the prevailing party shall be entitled to reimbursement of all reasonable attorneys' fees and costs associated with this legal action. Licensee acknowledges and agrees that it has purposefully availed itself of the jurisdiction of the United Kingdom courts and that any dispute shall be determined and decided

by applying United Kingdom choice of law without any additional inquiry concerning choice of law. Additionally, Licensee consents to the exclusive venue of the United Kingdom in connection with any dispute arising from or related to this Agreement.

- 8. This agreement sets forth the entire agreement between the Licensor and Licensee with respect to the subject matter hereof and shall not be changed, modified, amended or cancelled except by an instrument signed by both parties. Licensor and Licensee shall not be in breach of any of their obligations hereunder unless and until one party gives written notice to the other party and such party fails to cure any such breach prior to fourteen (14) days after the reception of such written notice.
- 9. This Agreement shall be effective upon payment of License fee referenced upon in paragraph two above.
- 10. In no event shall Licensor have fewer rights than a member of the public would have in the absence of this agreement. If the foregoing correctly reflects the mutual understanding between the parties hereto, please indicate by signing below.

By signing, I herein have read and understood this agreement, and take total responsibility for its content.

Licensee: _____ Date: ____/____/____

Licensor: Not the producer _____ Date: ____/____/____

If Licensee is under 18 years old, a guardian must sign below.

Licensee guardian name: _____

Licensee guardian signature: _____ Date: ____/____/____