Non Exclusive Beat License Agreement

This **Non-Exclusive Beat License Agreement** (“***Agreement***”) is made effective as of _____ ("***Effective Date***") by and between the following parties:

Producer

_____

_____ _____

_____ _____ _____ _____

_____ _____

Licensee

_____

_____ _____

_____ _____ _____ _____

_____ _____

1. Recitals

WHEREAS, Producer owns or controls the instrumental music composition and sound recording identified in this Agreement; and

WHEREAS, Licensee wishes to obtain a non-exclusive license to use that work under the terms below.

In consideration of the mutual promises in this Agreement and the payment of the License Fee, the parties agree as follows.

2. Licensed Beat

Producer grants Licensee a non-exclusive, non-transferable, non-sublicensable license to use the musical work identified below (“***Beat***”):

Item	**Details**
Beat Title	
Producer Name	
File Format Delivered	
License Type	Non-Exclusive Beat License
License Fee	
Payment Date	
License Term	_____ years from the Effective Date

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The Beat includes the instrumental composition and sound recording supplied by Producer. Unless expressly stated in writing, the Beat does not include ownership rights in any samples, loops, or third-party material incorporated into the Beat.

3. Grant of License

Subject to Licensee's full payment of the License Fee and compliance with this Agreement, Producer grants Licensee the right to synchronize, reproduce, distribute, publicly perform, and promote the Beat solely as incorporated into one or more new musical recordings created by Licensee ("***New Song***").

Licensee may use the Beat in connection with the commercial release and promotion of the New Song through digital platforms, social media, live performances, and audiovisual content, subject to the usage limits in this Agreement.

This license is non-exclusive. Producer may continue to use, license, sell, assign, or otherwise exploit the Beat, including by granting licenses to other artists, producers, companies, or other third parties.

4. Permitted Uses and Limits

During the License Term, Licensee may use the Beat in up to _____ New Song releases and may distribute or sell the New Song up to _____ total copies, downloads, or equivalent units.

Licensee may monetize up to _____ audiovisual projects incorporating the New Song and may receive up to _____ total monetized streams, views, broadcasts, or plays across all platforms.

Licensee may perform the New Song live before audiences of up to _____ persons per event. Licensee may use the New Song for promotional purposes, provided the use remains consistent with this Agreement.

Any use exceeding these limits requires Producer's prior written consent and may require an additional license fee.

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5. Restrictions

Licensee shall not sell, transfer, sublicense, lease, share, distribute, or make available the Beat by itself or in a form that permits another person to extract, copy, or use it separately from the New Song.

Licensee shall not claim ownership of the Beat, register the Beat as Licensee's own composition or sound recording, or use the Beat in a manner that suggests Producer has assigned ownership rights to Licensee.

Licensee shall not use the Beat in connection with defamatory, unlawful, hateful, or infringing content. Licensee shall not alter, remove, or falsify Producer's authorship information.

Licensee may not use the Beat for a film, television program, advertisement, video game, podcast, mobile application, or other commercial synchronization project unless that use is expressly authorized in this Agreement.

6. Ownership and Credits

Producer retains all right, title, and interest in and to the Beat, including all copyrights and other intellectual-property rights. Licensee owns only Licensee's original lyrics, vocals, and other original contributions to the New Song, subject to Producer's continuing ownership of the Beat.

Licensee shall provide the following credit wherever credits are customarily displayed:
Produced by

Where platform metadata permits, Licensee shall list Producer as the producer and identify Producer's contribution accurately.

7. Royalties and Publishing

The License Fee grants Licensee the rights stated in this Agreement and does not transfer Producer's ownership interest in the Beat.

Unless otherwise stated below, Licensee is not required to pay Producer continuing royalties for uses that remain within the permitted-use limits:

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For any public performance, broadcast, or other use that generates performance or publishing income, the parties shall credit and register the musical composition as follows:

Rights Holder	Ownership Share
Producer	
Licensee	

The parties shall take reasonable steps to register their respective interests with applicable rights organizations and distributors. Licensee shall not register Producer's share under Licensee's name.

8. Samples and Third-Party Rights

Producer represents that, to Producer's knowledge, Producer has the right to grant this license for the Beat. If the Beat contains third-party samples or other material requiring clearance, Producer shall disclose that information to Licensee before delivery of the Beat.

Licensee is responsible for obtaining any additional permissions required for Licensee's intended use of the New Song, including permissions relating to Licensee's lyrics, vocals, visual content, collaborators, and distribution activities.

9. Representations and Warranties

Each party represents that it has the authority to enter into this Agreement.

Producer represents that Producer is authorized to grant the rights expressly granted in this Agreement. Licensee represents that Licensee's contributions to the New Song will not infringe another person's rights or violate applicable law.

Except for the express representations in this Agreement, the Beat is provided without additional warranties. Producer does not promise that the Beat will be suitable for Licensee's particular commercial, artistic, or technical purpose.

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10. Indemnification

Licensee shall be responsible for claims arising from Licensee's use of the Beat outside the scope of this Agreement, Licensee's unauthorized alterations or registrations, or Licensee's original contributions to the New Song.

Producer shall be responsible for claims arising directly from Producer's breach of the ownership and authorization representations in this Agreement.

The party seeking protection under this clause shall promptly notify the other party of a claim and provide reasonable cooperation in responding to it.

11. Termination

Either party may terminate this Agreement if the other party materially breaches it and fails to correct the breach within _____ days after receiving written notice describing the breach.

Producer may terminate this Agreement immediately if Licensee uses the Beat beyond the permitted-use limits without Producer's written approval, fails to pay the License Fee, transfers the license without authorization, or falsely claims ownership of the Beat.

Upon termination, Licensee shall stop creating new uses of the Beat and shall remove the New Song from distribution within _____ days, unless the parties agree otherwise in writing. Termination does not affect either party's rights or obligations that arose before termination, including payment obligations and ownership rights.

12. Limitation of Liability

Neither party shall be liable to the other for indirect, special, incidental, or consequential losses arising from this Agreement. Producer's total liability arising from this Agreement shall not exceed the License Fee paid by Licensee.

This clause does not limit liability that cannot lawfully be limited.

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13. Notices

Any notice under this Agreement must be in writing and delivered by email, personal delivery, or a recognized delivery service to the contact details in the first page of this Agreement, or to updated contact details provided in writing.

14. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to rules that would apply the laws of another jurisdiction.

The parties shall first attempt in good faith to resolve any dispute through direct discussion. If the dispute is not resolved, either party may pursue available legal remedies in the courts located in _____, and each party consents to that venue.

15. General Terms

This Agreement is the entire agreement between the parties regarding the Beat and replaces prior discussions or understandings about it.

Any amendment must be in writing and signed by both parties. A delay or failure to enforce a provision does not waive that provision.

If any provision is found unenforceable, the remaining provisions shall remain effective to the extent permitted by law.

Licensee may not assign or transfer this Agreement without Producer's prior written consent. Producer may assign this Agreement in connection with a transfer of Producer's rights in the Beat, provided the assignee assumes Producer's obligations under this Agreement.

Electronic signatures and electronically delivered copies of this Agreement are valid to the extent permitted by applicable law.

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Signatures

By signing below, the parties acknowledge that they have read, understood, and agreed to this Agreement.

Producer

Name

Date

Signature

Licensee

Name

Date

Signature

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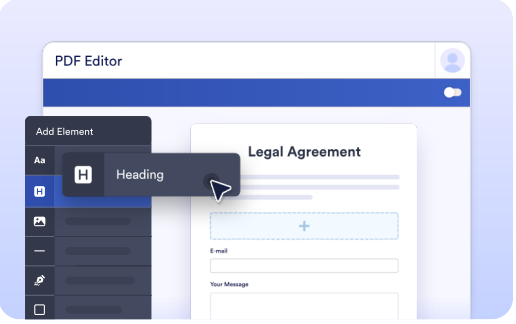
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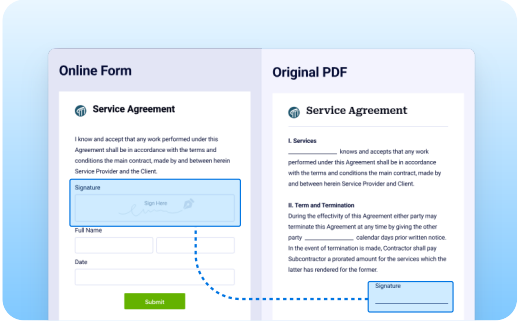
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