



Beat License Agreement

This Exclusive Beat License Agreement (“Agreement”) is entered into between Chris Bridges, bdsCovered Studio Producer (“Producer”) and:

- (name) _____ (the “Artist”)
- (name) _____ (the “Artist”)
- (name) _____ (the “Artist”)
- (name) _____ (the “Artist”).

Producer, in exchange for a cash payment of \$_____ USD and in accordance with the terms of this Agreement, grants Artist rights as defined below in the musical composition: _____ (the “Beat”) commencing on the date this Agreement is signed by Artist.

1. Producer Warranty

The Beat is an original composition and master recording created by the Producer, who warrants it contains only sounds created by the Producer or properly licensed to the Producer and contains no samples that require third-party copyright clearance or licensing.

2. Rights Granted to Artist

The Producer grants to the Artist non-transferable rights to use the Beat in the production of new musical compositions and master recordings (the “Work”). The Artist has the right to perform, record, reproduce, distribute, stream, monetize and sell the Work worldwide in unlimited quantities in perpetuity. Artist may license the Work for synchronization in all media including videos, film, video games, jingle and commercials.

3. Rights Retained by Producer

The Producer retains full copyright ownership of the Beat. The Artist may not loan, rent, share, upload or resell the Beat. Artist may not re-assign rights to the Beat, in whole or in part, to any party. Artist shall not transfer or license any right to the Beat to any other parties for any purpose.

4. Copyright and Royalties

The ownership of the copyrights in the new Work and its master sound recording are as follows:

Copyright Registration – Must be registered by Artist as a “Joint Work” with Producer listed as Author/Composer of Music and Artist listed as Author of Lyrics.

PRO Registration – Must be registered with the Artist’s Performing Rights Organization (“PRO”) with Producer (BMI# 550562286 or IP# 00847253617) listed as Songwriter or Composer with 100% Share and Artist listed accordingly splitting the remaining 100% as necessary.

Artist shall receive _____% and Producer shall receive _____% income from mechanical and synchronization royalties of any kind resulting from the exploitation of the new Work. Artist and Producer shall receive income from performance royalties of any kind resulting from the exploitation of the new Work as deemed by the PRO royalty disbursement.

Artist is required to forward all Producer's royalties to the Producer and Producer is required to forward all Artist's royalties to Artist in a timely manner.

5. Indemnification

Artist agrees to indemnify and hold harmless Producer from any claims, actions, suits, damages, or other costs arising out of any breach of the representations and warranties set forth in this Agreement.

6. Producer Credit

Artist shall credit the Producer in any media releases or attributions as: "Produced by Chris Bridges"

7. Further Acts

Artist agrees to carry out any further actions necessary to ensure that Artist secures the copyright, PRO registration and other intellectual property rights in the new Work.

8. Governing Law

This Agreement will be governed in all respect by the law of the State of Georgia and/or Lowndes County, Georgia.

9. Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Severability

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11. Notice

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, sent to the address of the Parties and/or Employer stated at the end of this Agreement.

12. Headings

The headings are inserted for convenience in reference only and are not intended by the parties to be part of or to affect the meaning or interpretation of this Agreement.

13. Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolve by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

14. Entire Agreement

This Agreement is the parties' entire Agreement, and replaces and supersedes all prior written and oral agreements, with respect to this Agreement's subject matter.

15. Amendments

Amendments or changes to this Agreement shall be valid only if made in writing and signed by all parties.

16. Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the parties claimed to have waived or consented.

17. Additional Documents

Each party must execute all additional documents and take all actions as are reasonably requested by the other parties in order to complete or confirm the transactions contemplated by this Agreement.

18. Successors and Assigns

This Agreement shall be binding upon the parties' heirs, assigns, successors-in-interest, executors, administrators, and any other persons or entities acquiring an interest through transfer, conveyance, succession, or inheritance, as may be permitted herein.

This Agreement executed with the intent on being legally bound by the following:

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP