

## SAMPLE-TERMS | PREMIUM LEASING

**FROM:** Alper Kürtül aka krispytunes (“Producer”)

**TO:** %CLIENT\_NAME% (“Artist”)

**DATE OF AGREEMENT:** %ORDER\_DATE%

1. In return for payment of the fee, Producer grants a non-exclusive license to the Artist to use the chosen musical work named "%BEAT\_NAME%" (referred to here as “Instrumental”) to create one (1) new recording (“the Track”).
2. The Artist shall have the right to commercially release the Track by any and all means, throughout the world, subject to these Terms.
3. This license is for a Term of three (3) 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 to by paying an additional fee or taking such other steps as required by the Producer [or the Term of this agreement shall be for life of copyright subject to the provisions of Para 3].
  - 3.1. Further during the Term, the Artist’s usage of the Instrumental shall be limited to the following limits (“Thresholds”):
    - 3.1.1. five thousand (10000) for-profit downloads or physical sales of the Track.
    - 3.1.2. five hundred thousand (500000) audio streams (on all streaming platforms such as Spotify) and five hundred thousand (500000) video streams (on all platforms supporting video such as YouTube) for the Track created with the Instrumental.
    - 3.1.3. unlimited free internet downloads for non-profit and non-commercial use;
    - 3.1.4. ten (10) for-profit public performances of the Track with a maximum profit of one thousand (\$1,000) US Dollars in compensation or ticket sales using the Track in the performance
    - 3.1.5. unlimited non-profit public performances of the Track;
    - 3.1.6. one (1) music video for the Track.
  - 3.2. Once any of the limits have been reached then the Artist will be required to extend the license by paying an additional fee or taking such other steps as required by the Producer.
4. The Artist shall retain 100% of Publishing for this Non-Exclusive license. The Artist is entitled to keep 100% of all royalties that is generated from sales of the Instrumental on digital retailers (such as iTunes), through physical sales (such as Compact Disks) and on online streaming services (such as Spotify). However, if the Artist would optionally like to share royalties with the Producer, the Artist can contact the Producer: [contact@krispytunes.com](mailto:contact@krispytunes.com).
5. The Producer warrants and represents the following:
  - 5.1. that they are the owner of the copyright in the Instrumental;
  - 5.2. that he/she has the right to enter into this Agreement and to grant all the rights which he grants herein;
  - 5.3. subject to the provisions of Para 9 below that the Instrumental does not infringe the rights of any third party;
  - 5.4. that all necessary consents under law are granted to the Artist;
  - 5.5. that he/she waives any and all so called moral rights;
  - 5.6. 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-monetized advertising and/or promotion of the Track.

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6. The Artist warrants that and represents the following:
  - 6.1. that they have the right to enter this agreement;
  - 6.2. that the Track shall not infringe the rights of any third party;
  - 6.3. that they shall comply with all the obligations and limitations set out in this agreement.
7. The Artist agrees to ensure that the Producer is credit on the on the metadata and packaging or promotion of the Track as follows [prod. by krispytunes].
8. The Artist agrees to indemnify the Producer and hold him/her 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.
9. If in the description the Instrumental 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 the of 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.
10. The Artist acknowledges that the Producer shall retain ownership of the copyright in master and the underlying composition the Instrumental and shall have the right to grant separate licenses thereof to other artists.
11. The Artist acknowledges that the payment for this license is nonrefundable. 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.
12. These rights granted to the Artist are not assignable or otherwise transferable.
13. This license constitutes the entire agreement between the parties.
14. This Agreement shall be construed in accordance with the law of Germany.