

## **EXCLUSIVE USE LICENSE AGREEMENT**

This agreement is between \_\_\_\_\_ ("licensee"), and LAKIM S. GOLDEN A.K.A. GOLDENGRAMS PRODUCTIONS ("licensor").

GOLDENGRAMS PRODUCTIONS is the sole exclusive owner of the original instrumental compositions that are being licensed in this agreement. GOLDENGRAMS PRODUCTIONS is the sole authorized licensor of the original instrumental compositions that are being licensed in this agreement. The licensee wishes to have the exclusive right of usage of the original instrumental compositions under the provisions of this agreement. This agreement shall be binding upon licensee's assigns and sub-licensees. For the purpose of cataloging and tracking in its database, GOLDENGRAMS PRODUCTIONS has titled the original instrumental compositions:

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### **GRANT OF RIGHTS:**

The licensee agrees to pay the licensor a non-refundable fee of \$\_\_\_\_\_ for the exclusive use of the original instrumental compositions that are being licensed in this agreement, for the purpose of creating a new composition. All payments submitted by the licensee to the licensor shall be in the form of PayPal, Certified Check or Money Order (U.S. currency only) payable to Lakim S. Golden.

### **TERMS:**

- A) The licensee agrees to refrain from editing the original instrumental compositions that are being licensed in this agreement, by changing the arrangement of the original instrumental compositions or by removing any melodies, instruments, drum programming or sounds that are contained within the original instrumental compositions;
- B) The licensee understands that their exclusive use of the original instrumental compositions are limited to the following rights: 1) The exclusive right to use the original instrumental compositions as included within the new compositions; 2) The exclusive right to reproduce and distribute for sale as included with the new compositions; 3) The exclusive right to perform with the original instrumental compositions as included within the new compositions for the purpose of doing shows; and 4) The exclusive right to include and exploit the original instrumental composition as included within the new compositions in digital internet usage, radio broadcasts, video clips and audiovisual uses;
- C) The licensee understands that the original instrumental compositions that are being licensed in this agreement may contain samples. The licensee also understands that they are responsible for clearing all samples used. The licensor cannot and will not be held

liable for the misuse of any un-cleared sampled material. Licensor states that the following samples were used in the original instrumental composition:

Artist: \_\_\_\_\_

Song: \_\_\_\_\_

Instrumental: \_\_\_\_\_

D) The licensee also understands they have neither the right nor authority to sell or license the rights to the original instrumental compositions whether in whole or in part to any other party;

E) The licensee is required to credit producer "GOLDENGRAMS PRODUCTIONS" on the new composition recordings that the licensee creates that contain a portion or sum of the original instrumental compositions that are being licensed in this agreement with the following statement: Prod. By "GoldenGrams Productions". Licensee agrees to display this statement on all physical media containing a portion or sum of the original instrumental compositions that are being licensed in this agreement including but not limited to CD's, CD covers, J-cards, and internet sales;

F) The licensee is required to credit Lakim S. Golden as writer on the new composition or recordings that the licensee creates that contain a portion or sum of the original instrumental compositions that are being licensed in this agreement;

G) The licensee is required to credit GOLDENGRAMS PRODUCTIONS with authorship credits on the new composition or recordings that contain a portion or sum of the of the original instrumental compositions that are being licensed in this agreement on the proper copyright forms with the following name: Lakim S. Golden;

H) The licensee is required to provide the licensor with 2 copies of each completed registered copyright application it has filed for the new composition or recordings that the licensee creates that contain a portion or sum of the original instrumental compositions that are being licensed in this agreement;

I) For performing rights purposes, the licensee is required to credit GOLDENGRAMS PRODUCTIONS with 50% of music writer share on the new composition or recordings the licensee creates that contain a portion or sum of the original instrumental compositions that are being licensed in this agreement. The licensee understands that the licensor will document this 50% music writer shares on the proper music clearance forms upon receiving a copy of the new composition or recordings that the licensee created that contain a portion or sum of the original instrumental compositions that are being licensed in this agreement;

J) The licensee understands that they must pay licensor 3 royalty points per original instrumental composition released, 5 points for singles to be collected on a quarterly schedule to Lakim S. Golden; and

K) The licensee agrees to provide the licensor with 2 copies of the compact discs that contain a portion or sum of the original compositions that are being licensed in this agreement within two weeks of its commercial release. Upon submission of recording the licensee must also provide the licensor with the following information: Artist(s) name, title of track(s), date recorded, date released and record company name. The licensor reserves the right to use the original instrumental composition and the registered recordings for promotional purpose.

**TERRITORY:**

The rights of this agreement shall be for the universe.

**EXECUTION RECITALS:**

I have read and understand the terms of this agreement. I will adhere to the terms outlined within this agreement. I am aware that any breach of this contract will result in the revocation of my exclusive rights. Should I violate this contract and lose these privileges, I understand that selling any recordings that contain any sum or portion of the original instrumental compositions being licensed in this agreement, without written permission from GOLDENGRAMS PRODUCTIONS would constitute a violation of copyright law punishable by legal action. Furthermore, I understand that this purchase is non-refundable and that my registered recordings may be featured by GOLDENGRAMS PRODUCTIONS for promotional purposes.

\_\_\_\_\_  
Licensee (printed name) Date

\_\_\_\_\_  
Licensee (signature) Date

I warrant that I have the power to enter into and grant the rights in this agreement. I authorize the licensee to use the original instrumental compositions that are being licensed in this agreement in the manner outlined in this agreement and that I have received payment for this authorization.

\_\_\_\_\_  
Licensor (printed name) Date

\_\_\_\_\_  
Licensor (signature) Date