

YO-HITS.com

# YO-HITS.com License Agreement

DIGITAL DOWNLOAD SALES

Oscar Williams

2012

**YO-HITS.com Mechanical License Agreement**

**This Agreement** is entered into between YO-HITS.com (“Company”) and \_\_\_\_\_, known collectively as \_\_\_\_\_

And performing under the name \_\_\_\_\_ (referred to as “Artist”).

All references to Artist include all members of the Group Collectively and individual y unless otherwise specified. Recordings and CD’s: YO-HITS.com wants to License rights to a sound recording entitled \_\_\_\_\_ (the Master Recording”) consisting of the following songs:

- 1. \_\_\_\_\_ 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_
- 5. \_\_\_\_\_ 6. \_\_\_\_\_
- 7. \_\_\_\_\_ 8. \_\_\_\_\_
- 9. \_\_\_\_\_ 10. \_\_\_\_\_

Company will release a commercial product embodying the material contained on the Master Recordings (the CD’s).

**GRANT OF RIGHTS:** Company will be the exclusive licensee of all rights to the master recording for (1) one year from the date of receipt of each Master Recording (the Ownership Period”). After the Ownership Period, all rights granted under this Agreement will revert to Artist. Artist grants to Company the following rights to the Master Recording:

- The exclusive right to manufacture digital copies of all portion of the master Recording
- The exclusive right to sell, transfer, release, license, publicly perform, rent, and otherwise exploit or dispose of the master recording and
- The exclusive right to edit adapts or conform the master recording to technological or commercial requirements in various formats now known or later developed.

**Territory:** The rights granted to Company are limited to the world (the Territory)

**Right to Use Artist’s Name and Likeness.** Company has the right to reproduce or distribute, in any medium, Artist’s names, Portraits, pictures and likeness for purposes of Advertising, promotion or trade in connection with Artist or the exploitation of the Master Recording. Artist will be available from time to time to appear for Interviews and photo opts, Video promotions or the like, under the reasonable direction of the Company. Artist is not entitled to any compensation for these services except for reimbursement travel expenses.

Delivery of Master Recording: Within 3 months of the Effective Dates, Artist will deliver to Company the master recording.

**Production of Master Recording:** Artist will be responsible for payment of all expenses incurred in the production of the Master Recording and will set the appropriate permission, clearance or release from any person or union who renders services in the production of the Master Recording.

**Royalties:** Company will pay Artist a percentage (the "Royalty") of the Company's sales for all CDs of Artist sold, Less Marketing and Promotions Expense not to exceed 10% percent of SRLP plus excise, sales and similar taxes.

Company will pay Artist 50% of suggested Retail List price and 50% percent of Wholesale price.

**Downloads:** Electronic Transmissions: The Company will offer a composition from the Master recording for sale in electronic form via internet, wireless or other electronic transmission, Company will pay Artist 50% percent of the net receipts paid to Company for such Transmissions.

**Reserves:** In computing the Digital Downloads sold, only recordings for which Company has been paid or credited will be considered sold. Company has the right to deduct a maintenance expenses for site monitoring not to exceed 3% of sales in any one accounting period.

**Statements Audit.** Company will pay Artist the Artist's Royalties within 30 days after the end of each 120 day quarter. Company will also furnish an accurate statement of sales of Digital Download Recordings during the month.

**Artist Warranties:** Artist warrants to Company that Artist has the power and authority to enter into this Agreement, is the Artist and copyright holder of the Master Recordings or has or will obtain all necessary and appropriate rights and licenses to grant the license in this Agreement with respect to the Master Recordings. Artist represents and warrants that the Master Recordings are original to Artist except for material in the public domain and such excerpts from other works as may be included with the written permission of the copyright owners and that proper clearances or permission have been obtained from the Artists of any copyrighted material, including but not limited to any digitally reprocessed samples of material incorporated in the Master Recordings. Artist warrants that Artist's use of any name or moniker will not infringe on the rights of others and that Artist's use of any musical composition or arrangement will not infringe on the rights of others. Artist further warrants that the Master Recordings do not;

- Contain any libelous material
- Infringe and trade name, trademark, trade secret or copyright
- Invade or violate any right of privacy, personal or proprietary right or other common law or statutory right.

Artist indemnifies Company and will defend Company against and hold Company harmless (including, without limitation, attorney fees and cost) from any claims and damage arising out of a breach of Artist's Warranties as provided above. Artist agrees to reimburse Company for any payment made by Company with respect to this Section, provided that the claim has been settled or has resulted in a final judgment against Company or its licensees. Artist will notify Company in writing of any infringements or imitations by others of the Master Recording that may come to Artist's attention.

**Controlled Compositions License:** Artist grants to Company an irrevocable worldwide license to reproduce all compositions wholly or partly written, owned or controlled by Artist (the "Controlled Compositions"). Artist grants to Company a first mechanical license with respect to all Controlled Compositions.

Termination: Artist can terminate the Agreement if Company fails to pay Artist's Royalties when due or to accurately report Net Sales, and the failure is not corrected within thirty days after written notice from Artist. If this agreement is terminated because of a failure to pay or accurately report royalties, all rights regarding Artist or the Master Recording. If this Agreement is terminated for a reason other than Company's failure to pay or accurately report Artist's Royalties, the termination will not terminate the underlying license and copyrights granted to Company by Artist or Company's obligations to pay Royalties under this Agreement.

Artist Business Name; \_\_\_\_\_

Artist Representative Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

YO-HITS.com Representative : \_\_\_\_\_

Date: \_\_\_\_\_