

## **WAV (Unlimited Use)**

- MP3 + WAV INCLUDED
- DISTRIBUTE UP TO UNLIMITED COPIES
- UNLIMITED AUDIO STREAMS
- UNLIMITED MUSIC VIDEOS
- RADIO BROADCASTING RIGHTS (UNLIMITED STATIONS)
- UNLIMITED FREE DOWNLOADS
- UNLIMITED VIDEO STREAMS
- FOR PAID PERFORMANCES? YES

## **WAV (Unlimited Use)**

This License Agreement ("Agreement") is made on **Today's Date**, between **Andre Owens** of "**Madwax Records**" (referred to as "Producer" or "Licensor") and **The Customer Name** (referred to as "Licensee"), who resides at The Customer Address. It regulates the Licensee's use of the beat under the **WAV (Unlimited Use)** license.

This Agreement allows the Licensee to utilize the beat for producing and using an unlimited number of works ("New Songs"), in accordance with all terms and conditions outlined in this document.

### License Fee

The license fee is due on the date of this Agreement. Rights to the beat are only granted upon full and timely payment.

### Delivery of the Beat

The Licensor consents to provide the beat in a high-quality format, as recognized within the music industry. The Licensor shall exert commercially reasonable efforts to send the beat to the Licensee promptly upon receiving payment. The beat will be transmitted via email to the address specified by the Licensee.

### Term

The license is granted in perpetuity and does not expire automatically.

### Use of the Beat

The Licensee is permitted to utilize the beat for the creation of an **unlimited** number of new songs. Changes to the beat, such as arrangement, tempo, length, and pitch, are

permitted. All newly created songs can be released, streamed, sold, and promoted globally.

**Unlimited** sales (downloads or physical copies), **unlimited** monetized and non-monetized audio and video streams, and **unlimited** free downloads are permitted.

Public performances (e.g., live shows, clubs, radio) are allowed. Each new song may be synchronized with any video and released on platforms like YouTube, Vevo, or TV. Synchronization is permitted for **unlimited** video projects.

## Restrictions on Use

Rights cannot be transferred. The Licensee is prohibited from assigning or transferring rights to any third parties. The beat must not be resold or redistributed by the Licensee, whether in its original or altered form. There should be no registration with Content ID systems or distributors that might restrict other users.

## Ownership

(a) The Producer maintains complete ownership and all copyrights pertaining to the sound recording and the underlying musical compositions created by the Producer.

(b) To clarify: The Licensee does not possess the master or recording rights for the New Songs. The Licensee has been granted permission to utilize the Beat in New Songs and to commercially exploit them in accordance with this Agreement. The Licensee holds ownership of the lyrics or any other original elements developed exclusively by them.

(c) This Agreement is considered accepted upon the payment of the license fee and electronic consent.

## Credit

The Licensee is permitted to utilize the name, likeness, and biography of the Producer in relation to the New Song.

The Licensor should be acknowledged as "Producer," preferably formatted as: "Produced by Madwax Records."

## Breach of Agreement

If a breach occurs, the Licensee has five (5) business days to fix the problem. If not, the license could be revoked. Any unauthorized use or sale holds the Licensee responsible for all revenue and damages. Injunctive relief may be sought. The Licensee is responsible for all associated costs, including legal and attorney fees.

## Warranties, Representations & Indemnification

The beat is licensed as-is. The Licensor warrants they are authorized to grant the license and that no third-party rights are infringed. The Licensee is responsible for all content they contribute.

## Miscellaneous

This Agreement represents the complete understanding between the parties. Any amendments must be documented in writing (an email is acceptable). Provisions that are invalid do not impact the remainder of the Agreement.

Failure of the Licensor to enforce any provision will not be considered a waiver unless it is documented in writing and not addressed within 30 days.

Illinois law governs this Agreement. For consumers located in the EU, the mandatory consumer protection laws of their home country will apply. Jurisdiction is determined by the relevant law.

Notices should be sent via registered mail or courier to the specified addresses. Additionally, a copy must be sent to Andre Owens, **1430 N Western Avenue, Chicago, IL, United States, 60622.**

YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED THIS AGREEMENT AND RECOGNIZE THE SIGNIFICANCE OF LEGAL COUNSEL. A WAIVER OF COUNSEL DOES NOT NULLIFY THIS AGREEMENT.

This Agreement can be signed in several copies. Scanned or emailed versions are legally enforceable. If a signature is not present, payment and electronic agreement will serve as binding acceptance.