

SO FO REAL PRODUCTIONS

EXCLUSIVE RIGHTS AGREEMENT

Agreement (3 pages) made between _____ (“You” the licensee) and So Fo Real Productions LLC (“I” or “Me”, the copyright owner of the Beat), effective beginning _____ until. Both You and I agree as follows:

I. The **Purpose** of this Agreement is for Me to:

- (a) grant You certain “Rights” to the following Beat(s), produced and legally owned by Me: _____
(These Beat(s) are readily identifiable either through ASCAP or by the filenames on CD’s owned by me or computers registered to Me.)
- (b) require certain “Obligations” for You to meet
- (c) acknowledge receipt of Your “Payment” in the amount of _____ by way of _____
- (d) guarantee Your receipt of the Beat(s) in stereo, 24-bit wav. format, with Beat(s) broken down into many individual wav files
- (e) express my rights and obligations as the composer and producer of the Beat(s)

II. I grant You the **Rights** to:

- (a) record “Music” containing in whole or in part the Beat(s)
- (b) mix, master, rearrange, or re-engineer in whole or in part the Beat(s)
- (c) publish Music in any and all parts of the world (includes Internet downloads)
- (d) distribute Music in any and all parts of the world (includes Internet downloads)
- (e) perform or broadcast Music in any and all parts of the world
- (f) grant other non-exclusive licenses to the Beat(s) to third parties
- (g) have a third party perform the Rights mentioned herein
- (h) make money related in whole or in part to the Music through any and all ways except when granting other non-exclusive licenses to the Beat(s)

III. I **Obligate** You to:

- (a) give Me “Credit” as the composer and producer of the Beat(s) in all situations where the Music is credited, distributed, published, broadcast, or performed.
For all websites, the Credit must read “Produced by www.SoFoRealProductions.com” (link to our website); otherwise, Credit must read “Produced by So Fo Real Productions”
- (b) e-mail Me at no cost one (1) 128-bit MP3 or better quality copy of the Music within one (1) month of the Music’s publishing
- (c) advertise and promote Me (if You choose to advertise and promote Me) only in good intention

IV. The following rights, obligations, and acknowledgements concern Me. I:

- (a) own the copyrights to the Beat(s)
- (b) have any other rights relating directly or indirectly to the Beat(s) that are not in violation of anything stated in this Agreement.
- (c) am obligated to supply You with “So Fo Real Productions” promotional material upon Your request.
- (d) am obligated to send You the Beat(s) in stereo 16-bit format with the Beat(s) broken down into separate wav. files on a data CD-R disk or an FTP server.
- (h) am obligated to remove the Beat(s) from internet broadcast (i.e., my website)
- (i) acknowledge receipt of Your Payment
- (j) give no refunds

V. **General:**

- (a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama. Place of jurisdiction shall be Jefferson County, AL, for any possible dispute, suit, or litigation arising from this Agreement.
- (b) If for any reason You have not published or distributed the Music, as described in Section II Part ‘c’ and ‘d,’ within two (2) years of the later date herein, every section and part of this Agreement except Section IV Part ‘j’ and Section V Part ‘b’ is void.
- (c) You are bound to this Agreement by your Payment made to Me. Your Payment is kept in My records.
- (d) If for any reason I experience a charge-back for Your Payment, You must pay Me the amount of the charge-back promptly.
- (e) Rights become exclusive six (6) months following the date of the last “Leasing Rights” purchase on the Beat(s). You accept that other “Leasing Rights” and “Demo Rights” purchases may have been made for Beat(s) prior to Your “Exclusive Rights” purchase for Beat(s).
- (f) You and I understand that the production of Beat(s) is work-made-for-hire under U.S. Copyright Act of 1976 (17 U.S.C. sec.101).
- (g) I claim that I have full copyright ownership of the Beat(s) as original work. If any legal claim for copyright infringement arises from a third party concerning the Beat(s) and its exploitation, I promise to indemnify You and have the full responsibility of litigating and/or settling the claim. I represent that the rights passing to You in the Beat(s) are uninhibited by any third party claims of rights in the Beat(s).
- (h) I am bound to this Agreement by My written signature below.

Agreement made between You and Me, this _____ day of _____, 200__.

You (printed)

Account #/Paypal, Check, or Money Order Transaction ID that binds You to this Agreement

Me (Owner of So Fo Real Productions LLC, printed)



Me (Owner of So Fo Real Productions LLC, signed)

*If you have any questions interpreting this agreement, email info@soforealproductions.com . Any obligations not mentioned above are not a part of this Agreement.