

SIEGE/MACH 5 PRODUCTIONS

PRO LEASE CONTRACT

%MFS_CLIENT_NAME%,

THIS AGREEMENT, made and entered into on **%MFS_ORDER_DATE%** serves as a legally binding contract between **Siege/Mach 5 Productions** ("Licensor") and **%MFS_CLIENT_NAME%** ("Licensee"). This agreement grants the Licensee Non-Exclusive Rights to the Instrumental: "**%MFS_BEAT_NAME%**" ("Instrumental"). Licensee, Licensor, and transaction are hereby bound to the terms and conditions of this contract.

TERMS & CONDITIONS

Free Downloads

Free downloads of any instrumental produced by Siege/Mach 5 Productions (Carl J. Byers) do not include any artistic or legislative rights to the instrumental. Those versions are only for non-profitable use, meaning only for demonstrational tracks. You are allowed to upload tracks (recorded over free downloads) on websites such as Soundclick, Facebook, Soundcloud, YouTube, etc. When doing so (for demonstrational use only), credit must always be given ("Prod. by Siege"). You are not allowed to put the track on a mixtape or album, even if it is for promotional use only. In order to do so, you must purchase a lease. The purpose of a free download is to do a song for personal listening and/or to do pre-recordings to determine whether a lease is worth investing in. Profitable use in any form of the free download is strictly prohibited. That includes but is not limited to performances, videos, podcasts, TV airplay, radio airplay, etc. Furthermore, changing the beat or removing any tags used is strictly prohibited. Copying or ripping any audio material (e.g. beat, tag, sounds, instruments, drums, etc.) is prohibited as well and will not be tolerated. Any parties who disregard these terms and conditions are subject to legal action.

Master Recording

The Licensor hereby grants the Licensee the right to record vocal and/or instrumental synchronization to any or all parts of the Instrumental. The Licensee understands that their non-exclusive usage of the Instrumental is limited to one (1) new composition. If the Licensee wishes to use the Instrumental in other new compositions, then the Licensee must obtain another license for the Instrumental from the Licensor. The Licensee also agrees to refrain from editing the Instrumental, unless the Licensee obtains written approval from the Licensor (Please email for inquiries). This includes removing or changing the arrangement of any melodies, instruments, drum programming, or any sounds that are contained within the Instrumental.

Sampled Material

If the Instrumental contains sampled material, the Licensee understands that they are responsible for clearing all samples that they choose to use. The Licensee understands that the Licensor cannot and will not be held liable for the misuse of any sampled material that the Licensee uses - whether already included in, added to, or used in conjunction with - the Instrumental that is being licensed in this agreement. The Licensee understands and accepts that they only paid for the production work of the producer. The Licensor does not claim to have any rights to any sampled material.

Profitable Distribution

The Licensee may use the Instrumental to compose one (1) new Master Recording for profitable use. The Licensee is permitted to distribute ten thousand (10,000) copies of the Master Recording. The Master Recording may be distributed on any form of recorded media, including but not limited to compact discs, DVDs, VHS videos, etc. The Licensee has one (1) year from the purchase date to distribute the Master Recording until a new lease must be obtained for the Instrumental.

Public Performances

Non-profitable performances are allowed for any license type. Profitable performances are only allowed with Exclusive Rights (one [1] show allowed with Pro Lease). Performance use of free downloads in any aspect, whether public or private, is strictly prohibited.

Ownership

The Licensor maintains 100% of all rights to the Instrumental (including but not limited to copyright and ownership), and can continue to sell the Instrumental non-exclusively and/or exclusively. The Licensee has neither the right nor authority to sell or license the rights to the Instrumental, whether in whole or in part, to any other party. In the event that another individual purchases Exclusive Rights to your licensed Instrumental, you will retain your Non-Exclusive Rights under the terms listed in this agreement and until these terms have been fulfilled.

Credit

The Licensee must give production credit to the Licensor for any and all distributed material. Sufficient crediting includes attaching "(Prod. by Siege)" to the title of the Master Recording and

crediting "Siege" in or on any and every booklet, cover, or graphic, etc., associated with any CD's, Mixtapes, EP's, etc. Optionally, the Licensee may credit "Siege" or "Mach 5 Productions" through recorded vocals on the Master Recording. The Licensor reserves the right to keep an audio signature at the beginning and end of all Non-Exclusive Instrumentals.

Delivery

Instrumentals are delivered immediately via an *airbit.com* web marketplace. Track-outs are not included with this lease. No physical copies will be delivered.

Liability

After delivery of the Instrumental, Siege/Mach 5 Productions (Carl J. Byers) will be legally relieved of any further responsibilities or duties to the customer. Any instrumentals produced by Siege/Mach 5 Productions (Carl J. Byers) may not be uploaded to any website without a rightfully obtained lease or his expressed written permission. Siege/Mach 5 Productions (Carl J. Byers) is not responsible for other sites claiming to sell his instrumentals. Any parties who disregard these terms and conditions are subject to legal action.

By receiving this contract via email, you automatically agree to the terms stated above and gain Non-Exclusive Rights to the Instrumental.

Thank you for your business!

-Siege

Quality, Precision, Art.

For Inquiries, please email: siegeofm5@yahoo.com (Emails with no subject will not be opened.)

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