

Dated

1st January 2018

Original Custom Vocals Licence Agreement
Royalty Share

between



and

YOUR NAME

SAMPLE

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Schedule

Schedule 1. The Master Recordings & Instructions

Parties

1. **Your Name (Licensee)**
Your House/Flat Number, Your Street, Your Town/City, Your Region.
Your Post/ZIP code. Your Country. Your Email Address.
2. **Free Vocals (Licensor)**
(Partnership between David Elliott and Sanna Hartfield trading as Free Vocals)
6 Lime Close, Reigate. RH2 8AP. UK. licensing@freevocals.com

Background

1. The Licensor shall arrange to create the Vocal Recordings (as defined in Schedule 1).
2. The Licensee wishes to receive and the Licensor is willing to grant to the Licensee an exclusive licence on the terms and conditions set out in this agreement to Exploit the Vocal Recordings and Master Recordings exclusively in the Territory.
3. This licence agreement includes the Vocal Recordings and Master Recordings (as defined in Schedule 1) only. All Vocal Recordings and Master Recordings not defined in Schedule 1 are subject to additional fees and approval by the Licensor.

Agreed Terms

1. Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

Copyright: the right to make copies, licence and exploit the Master Recordings.

Effective Date: the date of this agreement.

Exploit: the distribution of digital and physical records through retail outlets, synchronisation (Sync) and any promotional activity or distribution.

Fees: all fees paid or payable by the Licensee to the Licensor in relation to creating the Vocal Recordings.

ISRC Code: an International Standard Recording Code assigned by Distributors and Record Labels to uniquely identify sound recordings.

Master Recordings: a composition incorporating the Vocal Recordings.

Net Royalty Receipts: all income received by the Licensee arising directly and identifiably from the exploitation of the Master Recordings defined in Schedule 1, less: marketing, manufacture and distribution costs incurred.

Performers: each person whose performance is embodied on the Master Recordings that shall be registered with the relevant Performing Rights Organisations (e.g. PPL)

Publishing: the writers shares of the composition that shall be registered with the relevant Performing Rights Organisations (e.g. PRS)

Royalty Period: the period from the Effective Date to 31st December and each subsequent period of 3 consecutive months thereafter during the continuance of this licence and any period thereafter when Licensee receives income.

Rightsholder: the person or organisation that owns the copyright to the Master Recordings.

Sales Royalties: all income received by the Licensee arising directly and identifiably from the distribution of digital and physical records through retail outlets.

Sync: synchronisation of the Master Recordings to film or television.

Term: perpetuity commencing on the Effective Date.

Territory: the World and the Universe.

Vocal Recordings: the isolated Vocal Recordings.

Clause and schedule headings shall not affect the interpretation of this agreement. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules. References to clauses and schedules are to the clauses and schedules of this agreement. **Writing or written** includes email.

2. Grant

2.1. The Licensor hereby grants to the Licensee an exclusive licence of the Vocal Recordings and Master Recordings to exploit exclusively in the Territory subject to, and in accordance with, the terms of this agreement.

2.2. The Licensor consents to physical, digital or "non-physical" exploitation via the internet or any other digital platform.

2.3. The Licensee shall ensure the protection of copyrights licensed hereunder.

3. Fees & Royalties

3.1. The Licensee has paid the Licensor a 50% deposit fee of £X GBP

The remaining 50% shall be payable prior to receipt of the final vocal recordings.

Total: £X GBP

3.2. The Licensee shall pay the Licensor a royalty of

3.3. The Licensee shall keep full, detailed and accurate books of account showing all income from exploitation of rights hereunder and allowable offsets and expenses including marketing, manufacture and distribution. All books and records (including all original invoices and receipts) (the "Books") shall be retained by Licensee for six (6) years following the date on which each statement of account is rendered to the Licensor (or the date of actual posting to the correct address, if later); during which time the Licensor may have the Books inspected as set out below.

a) Statements will be provided upon the Licensor's request at least every six months in sufficient detail to enable the Licensor to verify amounts due from all exploitation of rights. Within 30 days of the statement being provided, Licensor shall be paid all monies due when the Net Royalties are equal to or exceed £50 GBP. Net Royalties below £50 GBP shall be carried over to the next statement.

b) Licensor shall have the right once per year to inspect the Books or may appoint an auditor or accountant to do so. Any under accounting found shall be paid immediately. If ten percent (10%) or more of the amount paid is found due, the Licensee shall pay the costs of the audit.

c) Licensee shall give the Licensor a completed certificate of deduction for any withheld taxes.

3.4. All sums shall be exclusive of VAT which shall (if applicable) be paid upon presentation of a VAT invoice.

3.5. Where the Licensor has granted any sublicense pursuant to clause 5, the Licensee shall include, in its royalty statements, payments in respect of all sales and exploitation carried out by or on behalf of the sublicensee, and shall include records of such activities in the records it keeps and statements it submits.

3.6. Royalties and any other sums payable under this agreement shall be paid in pounds sterling (GBP) to the credit of a bank account to be designated in writing by the Licensor.

4. Warranties

4.1. Each party to this agreement warrants and represents to the other that it has full power and authority to enter into this agreement and to perform its obligations and grant the rights required to be granted by it under this agreement. The Licensee confirms that they are aged 18 years or older.

5. Delivery, Duration and Termination

5.1. This agreement shall come into force on the Effective Date and shall remain in perpetuity unless ended sooner under clause 5.5.

5.2. The Licensor shall provide the Licensee with an initial MP3 sample of the Vocal Recordings for approval. Reasonable changes to the Vocal Recordings shall be allowed at the Licensor's discretion. Unreasonable changes include but are not limited to, changing the instrumental backing track, bpm or the key after the finalised instructions have been agreed on or requesting changes in dynamics or style that were not originally specified.

5.3. The Licensor shall provide the Licensee with professionally recorded dry (no post production) 24 bit WAV files.

5.4. If the Licensor is unable to provide Vocal Recordings that meet the requirements of the instructions or unable to deliver the Vocal Recordings for any reason, then the Licensor shall use reasonable endeavours to source a suitable replacement vocalist. If a replacement cannot be arranged or the Licensee does not wish to proceed with the proposed replacement then a full refund will be provided to the Licensee.

5.5. If the remaining 50% balance remains unpaid within 30 days of project completion then all rights to the Vocal Recordings revert to Licensor.

5.6. The Licensee shall provide the Licensor with ISRC codes for the Master Recordings defined in Schedule 1 and variations thereof immediately upon assignment.

5.7. The Licensee shall not use the name or likeness of any performer or writer without prior written permission of the Licensor, including but not limited to titles, label copy, descriptions and meta data.

5.8. All notices hereunder shall be in writing and sent by private digital transmission, and shall be addressed to the relevant party at its address specified herein. The first business day after digitally transmitting, shall be deemed the date of service thereof.

6. Effect of Termination

6.1. On termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

- a) all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
- b) all rights and licenses granted pursuant to this agreement shall cease;
- c) the Licensee shall cease to make any use of the Vocal Recordings.

7. Sub-Licensing

7.1. The Licensee shall have the right to grant to any person or organisation a sublicense of any of its rights under this agreement provided that:

- a) the Licensee shall ensure that the terms of any sublicense are in writing and are substantially the same as the terms of this agreement and the

Licensee shall provide the Licensor with a copy of the sublicense on request.

- b) any sublicense shall include the information contained in Schedule 1 and each performer and writer shall be registered with the relevant performing rights organisations.
- c) the Licensee shall provide the Licensor with ISRC codes for the Master Recordings defined in Schedule 1 and variations thereof immediately upon assignment.

8. Entire Agreement

8.1. This agreement and any documents referred to in it constitute the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8.2. Each of the parties acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement.

8.3. Nothing in this clause shall limit or exclude any liability for fraud.

9. Variation

9.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. Severance

10.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part--provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

11. Counterparts

11.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

12. Third Party Rights

12.1. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

13. No Partnership or Agency

13.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the licensee and licensor, constitute either licensee or licensor the agent of another party, nor authorise either licensee or licensor to make or enter into any commitments for or on behalf of the other party.

14. Force Majeure

14.1. No party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of up to 30 days, in the time for performing such obligations.

15. Governing Law and Jurisdiction

15.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.2. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SAMPLE

Signed by:

Licensee

Date:

Signed by:
Sanna Hartfield
Partner - Free Vocals

Licensors

Date:

Signed by:
David Elliott
Partner - Free Vocals

Licensors

Date:

SAMPLE

Schedule 1: The Master Recordings & Instructions

Project files and instructions:

LINK

Master Recording title:

TITLE

Featuring Vocalists name in title subject to Licensor's approval of final mix.

Master Recordings Rightsholder:

Licensee - 100% Master Recordings

Sales Royalties:

Licensor - 50%

Licensee - 50%

Publishing:

Vocalist Name - 50% Author (A)

Composer Name - 50% Composer (C)

Performers:

Vocalist Name - Voice

Composer Name - Producer

Sync Usage Fees:

Licensor - 50%

Licensee - 50%