

Basic Lease Agreement

This Lease Agreement ("Agreement") is made between **ProdByJo** ("Licensor") and the licensee ("Licensee") upon download or purchase of the instrumental composition (the "Beat").

1. Grant of License

Licensor grants Licensee a **non-exclusive, non-transferable** license to use the Beat for:

- **Recording:** Licensee may record **one (1) primary song** ("Derivative Work") using the Beat. Licensee may also create **remixes, edits, clean/explicit versions, or alternate mixes of that same song**. This license **does not** permit creation of **multiple distinct songs** with the Beat.
 - **Streams:** Up to **10,000** monetized online audio streams (Spotify, Apple Music, etc.).
 - **Distribution:** Up to **1,000** total copies (digital or physical).
 - **Live Performances:** Unlimited **non-profit** shows and up to **5** for-profit shows.
 - **Music Video:** **1** music video, up to **10,000** total views.
 - **Radio:** Up to **2** radio stations.
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2. Limitations of Use

- Licensee may not claim ownership of the Beat itself.
- Licensee may not register the Beat or the Derivative Work with **Content ID systems** (YouTube, Facebook, TikTok, etc.) without Licensor's prior written consent.
- Licensee may not sublicense, resell, or transfer this license to any third party.
- This license does not grant ownership of the Beat; ownership remains exclusively with Licensor (**ProdByJo / Joseph Leslie Leon**).

- When the stream/distribution caps are reached, Licensee must **purchase a new license** (any tier) to continue use.
 - **Synchronization Usage:** This License does not authorize the use of the Beat or Derivative Work in synchronization with audiovisual content (including but not limited to film, television, commercials, video games, or advertisements). Any such use requires a separate written synchronization license from Licensor.
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3. Exclusivity

- This license is **non-exclusive**; multiple artists may license the same Beat.
 - If an **Exclusive License** of the Beat is later sold, this Basic Lease remains valid **until Licensee's usage limits are reached**. After exclusivity is sold, **no additional leases will be issued**, but existing leases remain in effect.
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4. Ownership & Royalties

- Licensee owns the copyright in their **Derivative Work** (lyrics, performance, vocal recording).
- Licensor (**ProdByJo / Joseph Leslie Leon**) retains **100% ownership** of the underlying Beat.
- Licensee agrees to pay Licensor a **6% producer royalty** on **gross revenue** generated from commercial exploitation of the Derivative Work (including but not limited to streaming, downloads, synchronization, and other monetized uses).
- Royalties are payable via industry-standard methods (e.g., distributor splits, PROs, publishing administrators). If no automated split is set, Licensee must account and pay in good faith upon request.
- No royalties are owed on non-monetized or non-commercial use.
- **Audit Rights:** Licensee/Artist agrees to provide accurate royalty statements and accounting of all revenues derived from the Derivative Work. Licensor shall have the right, once per calendar year, to audit Licensee's/Artist's books and records relating to the Derivative Work upon ten (10) business days' written notice. If such audit reveals an

underpayment of more than ten percent (10%), Licensee/Artist shall immediately pay all amounts due, plus the reasonable costs of the audit.

5. Credits

Licensee/Artist must credit Licensor as: “**ProdByJo (Joseph Leslie Leon)**” in all public distributions.

Distributor metadata fields (where available):

- **Producer:** Joseph Leslie Leon
- **Mixer:** Joseph Leslie Leon (if applicable)
- **Mastering Engineer:** Joseph Leslie Leon (if applicable)

If field limits prevent dual naming, Licensee must at minimum enter “**Joseph Leslie Leon**” and include “**ProdByJo**” in any description or additional-credits field. Failure to provide proper credit after written notice and a **10-day cure** period constitutes a material breach; Licensor may require metadata updates and public corrections.

6. Termination

- This Agreement **terminates automatically** when Licensee’s usage limits are exceeded.
 - If Licensee breaches any material term, this license is **revoked**, and Licensee must immediately remove all copies/uses of the Derivative Work.
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7. Warranties & Indemnification

- Licensor warrants that the Beat is original and does not infringe third-party rights.
- Licensee agrees to indemnify Licensor against claims, damages, and expenses arising from Licensee’s use or distribution of the Derivative Work.

8. Dispute Resolution

Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement, the parties agree to first attempt resolution through good-faith mediation. If mediation does not resolve the dispute, the matter shall be submitted to binding arbitration in the State of Georgia under the rules of the American Arbitration Association. All costs of mediation and arbitration shall be borne by the Licensee/Client/Member. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

9. Governing Law

This Agreement is governed by the laws of the **State of Georgia, United States**.

By downloading or purchasing the Beat, Licensee agrees to these terms.