

# Premium 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").

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## 1. Grant of License

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

- **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. However, this license does not permit the creation of multiple distinct songs with the Beat.
  - **Streams:** Licensee may monetize up to **500,000** online audio streams (Spotify, Apple Music, etc.).
  - **Distribution:** Licensee may distribute up to **5,000** copies of the Derivative Work (digital or physical).
  - **Live Performances:** Licensee may perform the Derivative Work in unlimited non-profit shows and up to **25** for-profit shows.
  - **Music Videos:** Licensee may release up to **2 music videos** incorporating the Beat, with no cap on views until the stream limit is reached.
  - **Radio:** Licensee may broadcast the Derivative Work on up to **5 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 Licensors (**ProdByJo / Joseph Leslie Leon**).
  - **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 Licensors.
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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 Premium Lease shall remain valid until Licensee's usage limits are reached. After exclusivity is sold, **no additional leases will be issued**, but existing leases remain in effect.
  - **Custom Beat Leases:** If Licensee commissions a **Custom Beat under a Premium Lease**, Licensee acknowledges that the Beat is provided under non-exclusive terms. Licensors reserve the right to lease or sell the Beat to other artists, including via Exclusive License.
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### 4. Ownership & Royalties

- Licensee owns the copyright in their **Derivative Work** (lyrics, performance, vocal recording).
- Licensors (**ProdByJo / Joseph Leslie Leon**) retain 100% ownership of the underlying Beat.
- Licensee agrees to pay Licensors a **6% producer royalty** on all gross revenue generated from commercial exploitation of the Derivative Work (including but not limited to streaming, downloads, synchronization, and other monetized uses).
- Such royalties are payable via industry-standard reporting and collection methods (e.g., distributor splits, PROs, publishing administrators).

- 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.
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## 5. Credits

Licensee/Artist must credit Licensor as:

**"ProdByJo (Joseph Leslie Leon)"** in all public distributions.

In distributor metadata fields (Spotify for Artists, Apple Music, etc.):

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

If character limits or field restrictions 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 of this Agreement. Licensor may require updated metadata and public correction postings.

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## 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 of the Derivative Work.
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## 7. Warranties & Indemnification

- Licenser warrants that the Beat is original and does not infringe third-party rights.
  - Licensee agrees to indemnify Licenser against claims arising from Licensee's use of the Beat.
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## 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.

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## 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.**