

# Custom Beat Agreement

This Agreement (“Agreement”) is made between **ProdByJo** (“Licensor”) and the licensee (“Artist” or “Licensee”) upon commission and purchase of a custom instrumental composition (the “Custom Beat”).

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## 1. Scope of Services

- Licensor will create a Custom Beat tailored to Artist’s preferences, based on the creative direction provided by Artist.
  - Licensor will collaborate with Artist during the creation process, with up to **two (2) rounds of creative input/revisions** included in the commission.
  - Delivery format: WAV/MP3, with tracked-out stems provided upon request.
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## 2. License Type (Chosen at Purchase)

### a. Custom Beat Lease (Premium Terms)

- Artist receives a **non-exclusive, non-transferable license**.
- Licensor reserves the right to lease or sell the Beat to other artists, including through Premium or Exclusive Licenses.
- Artist’s rights under this license include:
  - **Recording:** One (1) primary song (“Derivative Work”) plus remixes/edits of the same song.
  - **Streams:** Up to **500,000 monetized streams**.
  - **Distribution:** Up to **5,000 copies** (digital or physical).
  - **Live Performances:** Unlimited non-profit shows, up to **25 for-profit shows**.

- **Music Videos:** Up to **2 music videos**, no cap on views.
- **Radio:** Up to **5 radio stations**.

#### **b. Custom Beat Exclusive**

- Artist receives an **exclusive, non-transferable license**.
  - Licenser agrees that the Custom Beat will **not** be leased, licensed, or sold to any other artist.
  - Artist's rights under this license include:
    - **Recording:** One (1) primary song ("Derivative Work") plus remixes/edits of the same song.
    - **Streams:** Unlimited monetized streams.
    - **Distribution:** Unlimited copies (digital and/or physical).
    - **Live Performances:** Unlimited non-profit and for-profit shows.
    - **Music Videos:** Unlimited music videos, no cap on views.
    - **Radio & Media:** Unlimited radio stations, plus use in TV, film, video games, and other audiovisual works.
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### **3. Limitations of Use**

- Artist may not claim ownership of the Custom Beat itself.
  - Artist may not register the Beat (instrumental-only) with Content ID or publishing platforms without Licenser's written consent.
  - Artist may not sublicense, resell, or transfer this Agreement.
  - This Agreement covers **one (1) Derivative Work only**; multiple distinct songs require a new license.
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## 4. Ownership & Royalties

- Artist owns the copyright in their **Derivative Work** (lyrics, performance, vocal recording).
  - Licensor (**ProdByJo / Joseph Leslie Leon**) retains 100% ownership of the Custom Beat itself.
  - Artist agrees to pay Licensor 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).
  - Royalties are payable via industry-standard methods (e.g., distributor splits, PROs, publishing administrators). If no automated split is set, Artist must account and pay in good faith upon request.
  - No royalties are owed on non-monetized or non-commercial use.
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## 5. Credits

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, Artist 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.

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## 6. Fees & Payment

- Total fee (lease or exclusive) as listed at time of purchase.
  - **Payment in full is required before work begins.**
  - All fees are **non-refundable**, as this is a custom creative service.
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## 7. Termination

- Custom Beat Lease terminates automatically when usage caps are exceeded; Artist must purchase a new license to continue use.
  - Custom Beat Exclusive is perpetual unless breached.
  - Breach (e.g., resale, unauthorized Content ID, sublicensing) revokes the license, and Artist must immediately remove all uses of the Derivative Work.
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## 8. Warranties & Indemnification

- Licensor warrants that the Custom Beat is original and does not infringe third-party rights.
  - Artist agrees to indemnify Licensor against claims, damages, and expenses arising from Artist's use or distribution of the Derivative Work.
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## 9. 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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## **10. 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.**