

DATED



CUSTOM VOCAL RECORDING BUY OUT LICENCE AGREEMENT

PACKAGE DESCRIPTION - MASTER RECORDING TITLE - PROJECT NUMBER

between

FREE VOCALS

and

CLIENT NAME

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PARTIES

1. **CLIENT NAME & ADDRESS (Licensee)**
2. **Free Vocals** (Partnership between David Elliott and Sanna Hartfield) of 6 Lime Close, Reigate. RH2 8AP. UK. studio@freevocals.com (**Licensor**)

BACKGROUND

1. The Licensor shall arrange to create the Vocal Recording (as defined in Schedule 1 and 2).
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 Recording 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.

Master Recording: the Master Recording incorporating both music and vocal recordings.

Copyright: all copyright and rights in the nature of copyright subsisting in the Master Recording in any part of the world.

Effective Date: the date of this agreement.

Exploit: commercial exploitation of the Master Recording, the distribution of digital and physical records and any promotional activity or distribution. (Not including Film/TV Synchronization - Sync Licenses to be granted separately)

Fees: all fees paid or payable to the Licensor.

Publishing Writer Percentages: Each writer's percentage of the Master Recording that will be registered with the Performing Rights Organisations (PRS etc)

Territory: the World and the Universe.

Vocal Recording: the audio recording of standalone vocals.

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 faxes and e-mail.

2. GRANT

2.1. The Licensor hereby grants to the Licensee an exclusive licence of the Vocal Recording 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. (Not including Film/TV Synchronization - Sync Licenses to be granted separately)

2.3. The Licensee shall take reasonable steps to protect the copyrights licensed hereunder.

3. FEES

3.1. The Licensee has paid the Licensor a 50% deposit fee of XXX. The remaining 50% shall be payable prior to receipt of the final vocal recordings. Total XXX

4. WARRANTIES AND INDEMNITY

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.

5.2. The Licensor shall provide the Licensee with an initial .mp3 sample of the Vocal Recording 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 received 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 prior to the deadline agreed in Schedule 2 (if applicable).

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 within the specified timeframe, 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. 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.

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

6. THIRD PARTY RIGHTS

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

7. NO PARTNERSHIP OR AGENCY

7.1. 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.

Signed by **LICENSEE NAME**

Licensee

Date:

Signed by Sanna Hartfield
Partner - Free Vocals

Licensor

Date:

Signed by David Elliott
Partner - Free Vocals

Licensor

Date:

SCHEDULE 1: THE VOCAL RECORDING AND MASTER RECORDING

Master Recording title: **TITLE**

Copyrights:

CLIENT NAME - 100% Composition

VOCALIST NAME - 100% Vocal Recording and Lyrics

Master Recording Royalties (sales of digital and/or physical records):

Licensor - 0% Master Recording Royalties

Licensee - 100% Master Recording Royalties

Publishing Writer Percentages:

CLIENT NAME - 50% Composer

VOCALIST NAME - 50% Author

NOTE: PERCENTAGES ARE FOR GUIDANCE ONLY AND ARE NEGOTIABLE. FOR EXAMPLE, IF THERE ARE 2 COMPOSERS AND ONE VOCALIST THE PERCENTAGES MAY BE 33.3% + 33.35% + 33.35%.

Track ISRC Code(s):

Licensee to provide Licensor with track ISRC code(s) as soon as they are available.

Artwork:

Artwork subject to approval if using Free Vocals or its Licensor's copyright images.

SCHEDULE 2: THE INSTRUCTIONS

PACKAGE:

VOCALIST NAME:

INSTRUCTIONS:

PROJECT FILES: