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## Beat License

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This aforementioned beat downloaded on <https://9jaflaver.com/category/free-beats/> page is free to use (Freemium) and is subject to license by 9jaflaver Media through "the transfer of ownership of beat by the producer/creator to 9jaflaver Media (9jaflaver.com). The use of beat is covered in the agreement stated on 9jaflaver terms of agreement with the producer/creator (<https://9jaflaver.com/new-terms-and-conditions-on-submitting-freebeats-music-producers-get-in-here/>) which covers 9jaflaver Media, creator and user.

### Right To Use

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This User does have the worldwide, exclusive, transferable right for the use of the Music as long as additional audio/visual performances are recorded with our musical compositions (hereinafter referred to as "synchronization") The User is granted permission to sell or broadcast only in synchronization or mechanical reproduction with other visual or audio performances (vocals) added by This User. Rights include distribution of phono-record demos created using the Producer And 9jaflaver Media compositions. This User has distribution, performance and radio rights as long as they adhere to the following restrictions. This User understands that the rights that are being granted to The User in this Agreement are exclusive and that the Seller will have the no authority and no right to issue other parties the right to use the Original Instrumental Composition that is being licensed in this agreement.

1) The License expressly FORBIDS resale or other distribution of the Producer And 9jaflaver Media's compositions, either as they exist or any modification thereof. You CANNOT sell, loan, rent, lease, assign, remix, rearrange, remove any melodies, instruments, drum programming or transfer all OR any of the products sold or their rights under the Producer And 9jaflaver Media to another user (example - Record Label, another production company, another Producer And 9jaflaver Media), or for use in any competitive product without written consent and or another license agreement.

2) The User understands that the Original Instrumental Composition that is being licensed in this agreement does not contain any unapproved samples. The User also understands that they are responsible for clearing all samples that they choose to use and that the Seller cannot and will not be held liable for the misuse of any sampled material that The User uses in conjunction with the Original Instrumental Composition that is being licensed in this agreement.

3) This User cannot resell, lease or license any compositions to another user. The User understands that The Seller maintains 100% copyright and ownership of the Original Instrumental Composition that is being licensed in this agreement.

4) This User cannot use beat compositions as a background element in TV, Film and DVD projects without obtaining written consent and or another license agreement.

5) This User must supply the Producer And 9jaflaver Media with at least 1 copy of each final recording made using the Producer And 9jaflaver Media's Music.

6) This User must include on all productions the Producer And 9jaflaver Media's name. This User agrees to display this statement on all physical media containing a portion or sum of the Original Instrumental Composition that is being licensed in this agreement. Including but not limited to CD's, CD covers, Cassette tapes, Cards, etc.

8) This User must contact and inform Seller of CD sales if the Original Instrumental Composition is used for commercial purposes with a record label with gross revenue of over \$1,000,000, the Seller must receive credit for the Original Instrumental Composition, unless agreed upon otherwise by the two parties. This User must also contact and inform Seller if 150,000 units are sold so Seller can start receiving royalties.

9) Use of the Producer And 9jaflaver Media's compositions in isolation (without synchronization of vocal performance) is not permitted.

#### **PERFORMANCE AGREEMENT**

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1) This User has the right to perform with the Producer And 9jaflaver Media's music in public. If the Producer And 9jaflaver Media's music composition purchased by This User is exploited regionally, nationally or worldwide via radio, television, motion picture or in any other form of entertainment, This User must contact Seller so that Seller can take proper steps in obtaining any performance royalties generated.

2) This User is the sole owner of the music referred to in this agreement. This User has no ownership of the Producer And 9jaflaver Media's copyrights.

3) This User must comply with every aspect of this agreement or this license will be terminated.

Signed: admin@9jaflaver.com

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*Note: Digital email signature is assigned to this document and is valid as a Sign*