



**SHADE STAR**  
ENTERPRISE LLC.

# EXCLUSIVE LICENSE AGREEMENT

## Introduction

Shade Star Enterprise, LLC is a music production, songwriting/live performance, audio editing, audio mixing, and audio mastering service company offering affordable services to artists in music, audio sound, and audio recording. Our mission is to ensure that every artist with an innovative mind and spirit can thrive in the realm of music and production to their maximum potential.

Although the business and services we provide to our Clients are a shared passion, it is imperative that our Clients fully understand and agree to all the terms outlined in this Agreement. In the unfortunate event that any Client feels the need to take legal action over a matter that both parties cannot agree on, the Client (customer, artist[s], business, etc.) is advised to show this Agreement to their legal counsel prior to taking any legal action. Shade Star Enterprise, LLC and its affiliates believe issues of concern can be handled without legal intervention.

## Agreement Language

Certain language and/or terms in this Agreement may be used, which meanings should be interpreted by the definitions outlined in this section of the Agreement. All terms not elaborated on in this section should be construed literally.

1. **Audio Mix/Mix** – refers to the process of taking recorded tracks and blending them together, which work shall be done by Shade Star Enterprise, LLC, or work-for-hire person(s), or another entity.
2. **Client** – refers to any artist, musician, engineer, producer, director, business or corporate entity, customer, or potential customer who is in contact with a representative of Shade Star Enterprise, LLC for services, work-for-hire, or products.
3. **Collaborated Content** – refers to any media sent to, or from, Shade Star Enterprise, LLC to be edited, mixed, mastered, have instruments played on, or have production input supplied.
4. **Composition** – refers to an original piece or work of music (instrumental), the structure of a musical piece, or the process of creating or writing a new piece of music.

5. **Master Recording/Master** – refers to the process of preparing and transferring recorded audio by Shade Star Enterprise, LLC containing the final mix to a data storage device and is the source from which all copies, replications and/or duplications will be produced.
6. **Net Receipts** – refers to the profits from a particular sale after all costs and taxes have been paid.
7. **Project Audio** – refers to the audio used in the Digital Audio Workstation (DAW) sessions for a project purchased by a Client. The audio may be processed or raw.
8. **Raw Audio** – refers to the audio sent to or from Shade Star Enterprise, LLC before anything has been done to alter it in any way.
9. **Session** – refers to any file document with an extension used with DAWs such as Studio One, Pro Tools, Logic, or any other DAW software used to provide services by Shade Star Enterprise, LLC.
10. **Shade Star Enterprise, LLC** – refers to any representative of Shade Star Enterprise, LLC.
11. **Singer/artist/performer** – refers to any representative of Shade Star Enterprise, LLC who performs music, sings, acts, presents, recites, or otherwise performs a literary work, and/or artistic work of any kind.
12. **Stems** – refers to audio files that break down a complete track into individual audio mixes.
13. **Track Outs** – refers to the layout of a track where each instrument in the track (Piano, Bass, Keyboard, Kick, Snare, etc.) is arranged into a separate audio file.

# Exclusive License Agreement

**THIS AGREEMENT** is made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

**BY AND BETWEEN:**

## Shade Star Enterprise, LLC

143 St. Patrick Drive  
Suite 104 #297  
Waldorf, MD 20601

- and -

## John Doe (Licensee)

1111 Make Believe Ave.  
Fictiontown, MD 21212

**NOW THEREFORE** in consideration of, and as a condition of Shade Star, LLC (Producer) and \_\_\_\_\_ (Musician) (hereinafter referred to as “the Parties”) entering into this Agreement, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### 1. Master Recording

**1.1** Licensee shall use Licensor’s Composition to create the song (the “Master Recording”). The Musical Work shall consist of one (1) musical composition which may be embodied in Licensee’s Master. Licensor shall provide Licensee with an exclusive right to use the Composition and agrees to not sell the Composition to any other Licensee or third party.

**1.2** Licensor gives Licensee the right to use the Composition to create the song or Master Recording and reproduce, distribute, and sell unlimited copies of the song.

**1.3** Licensee shall give proper credit to Licensor (the “Producer”) for the song or Master Recording created by Licensee when using the Composition. Licensee must give production credit to Licensor for any and all distributed material. This must be written in, or on the recording booklet or cover. Any casual, inadvertent, unavoidable, or unintentional failure to give such credit, due to exigencies of time or otherwise, shall be seen as a breach of hereof Agreement. Licensee shall not be liable for the acts or omissions of third persons in such connection.

## 2. Broadcasting

2.1 Licensors give Licensee an exclusive right to broadcast, or air the Master Recording on radio stations, television, and other broadcasting platforms such as live stream platforms (Spotify, YouTube Music, Apple Music, etc.).

## 3. Term

3.1 The present Agreement shall come into force on the Effective Date hereof and shall remain in force for a period of One Thousand Two Hundred months (1200 months), starting from the Effective Date hereof, and shall terminate at the expiration of the Term hereof.

## 4. Synchronization Rights

4.1 During the Term of this Agreement, Licensors shall provide Licensee synchronization [or Sync] Rights to use the Master Recording in conjunction with film, video, video games, or any motion picture.

## 5. Publicity

5.1 Neither party will use the other party's business name or logo in any publicity or disclose its association to the public without the other party's prior written consent.

## 6. Payment

6.1 In full consideration of the right herein granted to Licensee, Licensee agrees to pay Licensors the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_) for the Composition(s) given to him/her.

6.2 Licensee shall pay Licensors a \_\_\_\_\_ percent (\_\_\_%) Royalty for each copy of the master sold.

6.3 With respect that music could be used for commercial exploitation of any Music licensed by Licensee to third parties in accordance with the terms of this Agreement, Licensee shall pay to Licensors a sum of \_\_\_\_\_ percent (\_\_\_%) of Licensee's Net Receipts (as hereinafter defined) received by Licensee from the exploitation of such Music. For the purpose of this Agreement, "Net Receipts" shall mean the total of all monies actually received by Licensee directly and exclusively from the Composition embodied with the Work, throughout the territory, after the deduction of all costs, fees, and expenses incurred by Licensee in connection with the exploitation of the Composition embodied with the Work.

6.4 The said payment shall be paid via PayPal, Credit/Debit Card, Money Order, Cashier's Check, or other certified funds.

## 7. Indemnification

7.1 Licensee warrants that he has the legal capacity and authority to enter into this Agreement, is the sole and exclusive owner of the Content provided to Licensors, has the right

to use all of the rights contemplated to be provided under this Agreement, and has not granted any rights or licenses to any Content or other intellectual property or technology that would conflict with this Agreement. A copy of any, and all Sample Clearances that Licensee has, or subsequently obtains, must be provided to Licensor. Licensee agrees to indemnify, defend and hold Licensor, his affiliated parties, and their respective directors, officers, employees, shareholders, and agents harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable legal fees) incurred by Licensor as a result of or in connection with: (i) any breach by Licensee of this Agreement; or (ii) any claim threatened or asserted against Licensor to the extent such claim is based upon a contention that any of the Content used within the scope of this Agreement infringes any copyrights, trade secrets, trademarks, right of privacy or publicity, or other intellectual property rights of any third party. Licensor reserves the right, at Licensee's expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Licensee, and in such case, Licensee agrees to cooperate with Licensor's defense of such claim.

## **8. Ownership**

**8.1** Licensor shall have full ownership rights and all other intellectual property rights of the composition. Licensee has neither the right, nor authority, to sell or license the rights to the Composition whether in whole or part to any other Party. The Content of the Composition has not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access condition that might be breached by the Content being used by Licensee, its customers or distributors as contemplated under this Agreement.

**8.2** Licensor agrees to supply Licensee with the Composition as an MP3 & WAV File, in addition to all the individual track stems that make up the Composition therein. The individual track stems will be encoded as 16-bit, 44.1 kHz (WAV Stereo Tracks).

**8.3** Licensor warrants and represents that it is up to Licensee to have obtained all the necessary consents, approvals, sample clearances and permission, if any, required to allow Licensee to fully exploit the Composition as provided herein, including, without limitation, clearances from any artists, publishers, administrators, writers and/or composers.

**8.4** Upon signing, Licensee agrees to the complete responsibility regarding the failure of obtaining all necessary approvals, consents, sample clearances, and permissions, and is responsible for paying all fees that may occur as a result of those failures.

**8.5** Nothing herein contained shall be deemed to obligate Licensee to use the Master, or to produce, exhibit, exploit, distribute, or broadcast the Work, and Licensee shall have fulfilled its entire obligation by payment of the sum provided in paragraph.

## **9. Termination**

**9.1** The Parties shall have the right to terminate this Agreement with immediate effect, if:

**9.1.1** Either party fails to perform any material obligations under this new Agreement, and such failure continues unheeded within a period of 14 days following receipt of written notice of such failure.

**9.2** This Agreement may be terminated by either Party by providing a written notice three (3) days prior to the contemplated termination date, to the other Party.

## **10. Notices**

**10.1** Any notice, request, demand, consent or other communication required or permitted under this Agreement shall be in writing, and sent either via email to the email address as provided by the Parties which method shall be considered sent when the email is sent to the correct email address of the Party, or shall be given by personal delivery (including courier), by certified mail (confirmed by mail) addressed to the Party for which it is intended at the address below and shall be deemed to be given on the day of delivery or transmission if within during normal business hours, or, if after business hours, on the next following business day, or if mailed by registered or certified mail, on the day which is seven (7) Business Days after such notice is mailed during normal postal conditions. In the event of a postal disruption, any notice mailed will be deemed received on the seventh (7<sup>th</sup>) Business Day following resumption of regular postal service.

**10.1.1** If to Licensor:  
 143 St. Patrick Drive  
 Ste. 104 #297  
 Waldorf, MD 20601  
 shadestarnation@gmail.com

**10.1.2** If to Licensee:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**10.2** Either Party may change its address/email address for Notices and other Commu-  
 nications upon notice to the other Party in the manner aforesaid.

## **11. Force Majeure**

**10.1** The Parties are not liable for any failure to perform due to causes beyond their reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

## **11. Entire Agreement**

This License Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, if any, whether oral or written pertaining thereto. This License Agreement may not be changed or modified, or any covenant, representation, warranty, or provision hereof waived, except by an agreement in writing, signed by the party against whom enforcement of the change, modification or waiver is sought, and not otherwise. This Agreement shall inure to the benefit of and be binding on the Parties, their successors, and assigns.

## 12. Territory

12.1 The “Territory” shall be defined herein as the universe.

Licensor and Licensee represent and warrant that each Party has been advised of their respective rights by legal counsel (each of Licensor’s and Licensee’s respective choosing) in connection with the negotiation, preparation, and execution of this Agreement, and that Licensor and Licensee are not entering into this Agreement on reliance, on representations, or advice of the other party executing this Agreement. Licensee hereby acknowledges and agrees that he has had the right and been given the unrestricted opportunity to seek the advice and counsel of an attorney of his own choosing for this Agreement. If Licensee decides not to seek independent legal counsel, Licensee’s decision not to seek the advice of independent legal counsel is a decision made by Licensee voluntarily and shall not affect the validity or enforcement of this Agreement.

This Agreement has been entered into the state of Maryland, and the validity, interpretation, and legal effect of this Agreement shall be governed by the laws of the state of Maryland applicable to contracts entered into and performed entirely within the state of Maryland. Furthermore, these rules shall apply to all countries that fall within the regulations of at least one of the following conventions:

- BAC
- Berne
- Bilateral
- Phonograms
- SAT
- UCC Geneva
- UCC Paris
- WCT
- WPPT
- WTO

Legal authority will only be exercised by a court in the UNITED STATES OF AMERICA, the originating country of this composition, when stated to fall under the copyright regulations, stated within the circular 38a of the US Copyright office.



If the foregoing correctly reflects the mutual understanding between the Parties hereto, please indicate by signing this agreement.

By signing, I herein have read and understood this Agreement.

Licensee: \_\_\_\_\_ Date: \_\_\_\_\_

Licensor: \_\_\_\_\_ Date: \_\_\_\_\_

If Licensee or Licensor are minors, a guardian must sign below.

Licensee Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Licensor Guardian: \_\_\_\_\_ Date: \_\_\_\_\_