

EXPLAINED

## LICENSE MODELS

[Find Out More](#)

1 Year Term

## BASIC LEASE

\$ 49.99

- ✓ High-Res MP3-File
- ✓ 50.000 Audio Streams (e.g. Spotify)
- ✓ 1 Music Video (e.g. YouTube)
- ✗ No Radio or Broadcast use

2 Years Term

## EXTENDED LEASE

\$ 69.99

- ✓ CD-Quality WAV-File
- ✓ 100.000 Audio Streams (e.g. Spotify)
- ✓ 1 Music Video (e.g. YouTube)
- ✓ Radio and Broadcast use

3 Years Term

## PREMIUM LEASE

\$ 89.99

- ✓ Individual WAV-Stems
- ✓ 500.000 Audio Streams (e.g. Spotify)
- ✓ 1 Music Video (e.g. YouTube)
- ✓ Radio and Broadcast use

## Quick Overview

As shown in the sections above, you can currently choose from **3 differentiated License Models** each offering non-exclusive Leasing Rights.

These **Leasing Rights** include limited **Streaming, Distribution and Performance Rights**, as well as pre-defined **Synchronization Rights**.

The License Options differ in the **extents** of rights that are being granted, the **Term** these rights are valid for, and the **Audio File** that is being delivered after purchase.

Furthermore, every Model varies in **price**, starting with the '**Basic Lease**' at \$49.99, the '**Extended Lease**' at \$69.99 and lastly the '**Premium Lease**' at \$89.99 USD.

[Learn More Below](#)

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The essence of my brand is to guarantee you a premium sound experience on the highest level through unique and authentic instrumentals.

All instrumentals have been thoroughly crafted with total dedication providing you with the finest selection of my works.

Hope to see you soon at the **Home Of Good Music!**

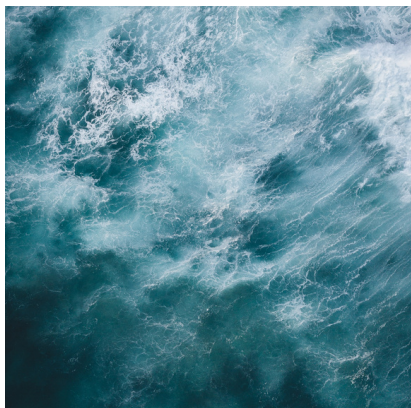
A handwritten signature in white ink, reading 'Ben Rushan'.

*Excellent Choice!*

WWW.BENRUSHAN.COM



# Which License To Choose?

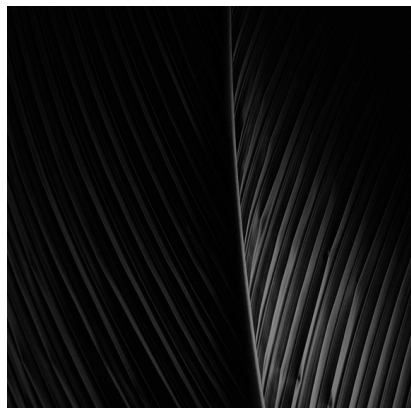
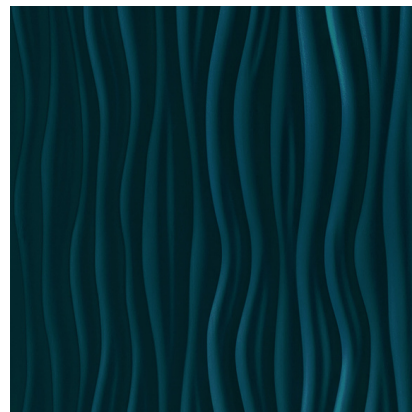


## Basic Lease

If you are just starting out to make music or if you are a semi-professional that is still on a budget with little performance possibilities you probably want to go with this option for now. Valid for 1 Year, the 'Basic Lease' option offers you up to 250 for-profit downloads/sales equaling to 50.000 audio streams and the synchronization of one music video. Enjoy the process of being an upcoming artist and simply upgrade once you have made it!

## Extended Lease

If you are the next big artist about to break through yet still too underrated and independant to sell out entire stadiums the 'Extended Lease' is just for you! Valid for 2 years, this option offers you 500 for-profit downloads/sales, 100.000 audio streams and up to \$3000 in compensation or ticket sales for performances of the song. Radio and Broadcast use included as well. What are you waiting for?



## Premium Lease

You are the GOAT and money doesn't matter anymore or you are simply a professional serious about your artistry, the 'Premium Lease' is for you. Coming with individual wav-stems, this option offers you 2500 for-profit sales, 500.000 audio streams, as well as a total of \$5000 in compensation or ticket sales when performing your song. Radio and Broadcast use included and valid for 3 years, it is the most premium license option to choose from and surely an excellent choice!

“

Music is love, music is passion. It's a way of life – a mindset and it's an essential artistry speaking a universal language that needs no explanation.

Sharing this belief, my aspiration has always been to convey this message through my music while striving for the highest possible quality in my music production.

*Ben Rushon*

Still unsure which option to choose from or you simply are about your business and pay attention to the details you can find a preview of a contract template below.

Preview Below

# License Preview



License Agreement (Preview)

This License agreement is made on **DATE** ("Effective Date") by and between **CLIENT** ("Artist/Licensee") and **Ben Rushan** ("Producer/Licenser").

In this non-exclusive and non-transferable license agreement, the parties agree to the following terms regarding the limited commercial usage and exploitation of instrumental music, produced by the Licenser:

1.In return for payment of the License Fee which the Licensee has to pay, the Producer grants a non-exclusive and non-transferable license to the Artist to use the chosen musical work **BEAT** ("Instrumental") to create one New Recording per Instrumental ("the Track") for the purpose of exploitation by the Artist.

2. The License Fee amount is: \$XX.XX US Dollars

3.The Artist shall have the right to commercially release the Track by any and all means, throughout the world, subject to and limited by these terms.

4. The Artist is prohibited from sublicensing the Instrumental.

5.This license is valid for a term of one (1-3) year starting from the date of this agreement ("Term"). After the Term the license will automatically end and the Artist will be required to extend the term by paying an additional fee or taking such other steps as required by the Producer.

5.1. Further during the Term the Artist's usage of the Instrumental shall be limited to the following limits ("Thresholds"):

5.1.1. Two hundred and fifty (250/500/2500) for-profit downloads or physical sales of the Track. For the purpose of calculating the Threshold of two hundred (200) streams of the Track via so-called subscription services shall count as one sale.

5.1.2. Unlimited free internet downloads for non-profit and non-commercial use.

5.1.3. Fifty (50/100/200) for-profit public performances of the Track with a maximum profit of one thousand (\$1,000/\$3000/\$5000) US Dollars in compensation or ticket sales using the Track in the performances.

5.1.4. Unlimited non-profit public performances of the Track.

5.1.5. No usage of the Instrumental as a sample.

5.1.6. No direct use of the Instrumental. For the avoidance of doubt, you are not getting any right to exploit the Instrumental directly, only to create and exploit a New Composition and New Recording that incorporates the Instrumental along with sufficient new and unique material to distinguish the New Composition and New Recording from and not directly compete with the Instrumental.

5.1.7. (NO) Radio or Broadcast performances of the Track.

5.1.8. You may synchronize (use) the Track in one (1) audiovisual work ("Music Video"). The Music Video can't be used to promote any third-party product or service — it can only be used to promote the Track. You may exploit the Music Video on internet video platforms (e.g., YouTube, Vimeo, Instagram, Facebook, and/or Vevo). You shall not monetize the Music Video (on those platforms or otherwise). The description of the Music Video on such video platforms must include credit to (prod. by Ben Rushan) as the Producer and a link to the website (<https://BenRushan.com>) of the Producer. You may (NOT) license or permit the Music Video to be broadcast on television networks, or to be otherwise licensed to third parties. For the avoidance of doubt, the Track may not be synchronized with or incorporated in any other audiovisual work (i.e., other than the Music Videos as permitted above) — for example without limitation, in any commercial, television show, film, or video game — without Producer or Producer's publisher approving and issuing a license in connection with Producer's share of the Track (and you will cause Producer to be paid a share of your royalties on the Track in connection with such synchronization, as set forth in paragraph 5.2).

5.1.9. You may not register or permit the registration of the Track with any content identification system or service (for example and without limitation, with YouTube's ContentID, whether directly or through a third party). This is a non-exclusive license agreement, and the Instrumental may have been or may yet be licensed to third parties for their own use; if any licensed users of the Instrumental tried to register their derivative songs, the content identification system might improperly flag all other users of the Instrumental as infringing uses.

5.2. Once any of the limits have been reached then the Artist will be required to extend the license by paying an additional fee or taking such other steps as required by the Producer.

In addition to the License Fee, you agree to pay the following royalties to the Producer, either by directing the distributor of your records to do so (i.e., your record label, or the digital distribution company you use, e.g., DistroKid), or by doing so yourself (via Producer banking information that may be provided upon emailed request):

6.1. When a copy of a master recording like the Track is sold (either on a CD, or when someone buys it on a service like iTunes) or streamed (e.g., on a service like Apple Music or Spotify), copyright law requires that the songwriters get paid a royalty called a mechanical license. You agree to make sure that the Producer is paid mechanical royalties for Producer's 50% songwriting share of the Track at the minimum statutory rate.

6.2. For Producer's production of the Instrumental you intend to use in the New Recording, you agree to pay Producer 50% of everything you make from the Track unless otherwise agreed in this contract.

6.3. The Producer shall have a fifty percent (50%) share of the publishing in the Track and shall receive publishing income directly from the applicable Collection Society.



# License Preview



## License Agreement (Preview)

6.3.1. The Artist agrees that he/she will register the Producer's interest, on the Producer's behalf, at the collection society in the Artist's home territory to ensure that mechanical and performance royalties are collected throughout the world.  
[https://en.wikipedia.org/wiki/List\\_of\\_copyright\\_collection\\_societies](https://en.wikipedia.org/wiki/List_of_copyright_collection_societies)

6.3.2. The Artist shall use the Producer's membership number (may be provided upon emailed request).

6.3.3. The Producer and the Artist shall each administer their respective shares of the publishing in the Track. Any sync licenses for the Track must be pre-approved by the Producer.

6.4. The Producer shall have the right to receive neighboring rights income as a performer on the Track directly from the applicable Collection Society.

6.4.1. The Artist agrees that he/she will register the Producer's interest on the Producer's behalf with the collection society in the Artist's home territory that administers neighboring rights income throughout the world.  
[https://en.wikipedia.org/wiki/List\\_of\\_copyright\\_collection\\_societies](https://en.wikipedia.org/wiki/List_of_copyright_collection_societies)

6.4.2. The Artist shall use the Producer's membership number and follow the directions contained in the email that shall be sent to the Artist.

6.5. PRO Registration: Producer has written and composed the Instrumental which is commonly treated as one-half of the total songwriting on a musical composition (and you agree that Producer retains a 50% ownership of the copyright in the New Composition). You agree that any registration of the New Composition with relevant performance rights organizations (e.g., ASCAP, BMI, etc.) will reference the Producer having 50% of the total writer's share and 50% of the total publisher's share.

6.6. SoundExchange Registration: You agree that if/when you register the New Recording with SoundExchange and comparable foreign collectors of master recording public performance royalties, you will direct the same (e.g., by a letter of direction) to pay to Producer twenty-five percent (25%) of any and all public performance royalties collected in connection with the New Recording.

The Producer warrants and represents the following:

7.1. That he is the owner of the copyright in the Instrumental to the best of his knowledge. Any applicable licensing ("Sample Clearance") is the responsibility of the artist.

7.2. That he has the right to enter into this Agreement and to grant all the rights which he grants here in.

7.3. That the Instrumental does not infringe the rights of any third party.

7.4. That all necessary consents under law are granted to the Artist.

7.5. That he waives any and all so-called moral rights.

7.6. All necessary publishing licenses will be made available to the Artist in respect of the Track free of charge for use by the Artist in connection with non-monetized advertising and/or promotion of the Track.

The Artist warrants that and represents the following:

8.1. That he/she has the right to enter this agreement.

8.2. That the Track shall not infringe the rights of any third party.

8.3. That he/she shall comply with all the obligations and limitations set out in this agreement.

The Artist agrees to ensure that the Producer is credited on the metadata and packaging or promotion of the Track as follows:  
Produced by Ben Rushan and Co-Written by Ben Rushan.

The Artist agrees to indemnify the Producer and hold him harmless from all claims, losses and expenses including reasonable legal fees arising out of or resulting from a claimed breach of the Artist's warranties, representations and obligations in this agreement.

If in the description the Instrumental is stated to contain an uncleared sample then Artist agrees that he/she will take steps to obtain all clearances of the sample prior to release of the Track. The Artist shall also take steps to clear the publishing sample. The Artist shall indemnify the Producer from all losses and costs arising from any claims from third parties concerning the Artist's failure to take the required steps.

The Artist acknowledges that the Producer shall retain ownership of the copyright in master and the underlying composition of the Instrumental and shall have the right to grant separate licenses thereof to other artists.

The Artist acknowledges that the payment for this license is non-refundable. If the Artist fails to comply with any obligation hereunder the Producer shall have the right on notice to the Artist to terminate this license and all rights shall revert to the Producer. Such termination shall render any further exploitation by the Artist as an actionable infringement of copyright.

The rights granted to the Artist are not assignable or otherwise transferable.

This license constitutes the entire agreement between the parties.

This Agreement shall be construed in accordance with the law of the Licensor's resident country.