

Abstract:

In this agreement the owner of a recording grants a non-exclusive license for the use of a portion of the Master Recording in a new recording performed by an artist.

Please note that this agreement does not grant a license for the use of the Composition embedded in the Master Recording. Such license ought to be acquired from the publisher that controls the copyrights or directly with the artist if self-published.

Agreement with Record Label for Use of Song Sample

1. **Introduction.** This Agreement is between *[name of the party wishing to obtain the licenses]* ("Licensee") and *[name of the party granting the license]* ("Licensor").
2. **Master Recording.** Licensor owns all rights in a recording entitled *[name of the master recordings]* (the "Master Recording").
3. **New Recording.** Licensee intends to use a portion of the Master Recording (the "Sample") in a recorded composition entitled *[name of the new recording]* (the "New Recording"), as performed by *[name of the artist]*
4. **Approved Usage.** Licensee agrees that the amount of the Sample usage will not exceed that in the copy of the New Recording furnished to Licensor (the "Approved Usage").

Drafting note: *It is recommended that details of the approved use (length of the sample, numbers of bars, etc) are agreed between parties and annexed to this agreement.*

5. **Grant of Rights.** Licensor grants to Licensee the nonexclusive right to use, reproduce, and sell the Sample as included within the New Recording. Licensee may remix, edit, or create new derivative versions of the New Recording, but Licensee's usage cannot exceed the Approved Usage. This grant of rights lasts for the full length of copyright of the New Recording. Licensor also grants to Licensee and its assignees the right to include and exploit the Sample in the Approved Usage for digital Internet usage, record sales, video clips, and audio/visual uses, all solely for advertising and promoting the sale of the New Recording. This grant is binding on Licensee's assignees and sub-licensees. Licensor retains all rights other than those granted in this Agreement.

Drafting note: *In this agreement the license is granted on a non-exclusive basis which means the Licensor retains the right to grant another license for the same sample to a third party or to use the sample for his/her own purposes.*

The License can be granted exclusively; however, the Licensor would not be allowed to grant another license for the same sample to a third party. Granting an exclusively may also prevent the licensor from using the sample for his/her own purposes. Please be advised that an exclusive license does, in general, attract higher fees/royalties (clause 8).

6. **Territory.** The rights granted under this Agreement cover the World and the Universe (the "Territory").
7. **Other Uses.** In the event that the Licensee intends to use the Sample for any other purposes (other than those stated in this Agreement), Licensor agrees to negotiate those licenses in good faith.
8. **Payments.** Payments based on unit sales will be due regardless of the format of the New Recording (that is,