

Flavorful Music – Beat Lease License (MP3 Lease and WAV Lease)

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1. Parties

This license is between **Baylingue LLC**, a California limited liability company doing business as **Flavorful Music** (flavorfulmusic.com, hallo@flavorfulmusic.com) ("**Licensor**"), and the person whose name and email address are entered at checkout ("**Licensee**"). It starts when payment is completed (the "**Effective Date**"). It is personal to Licensee and tied to the name and email address on the order. The order receipt, which shows the beat and the tier purchased (MP3 Lease or WAV Lease), forms part of this license.

2. Relationship to Payhip and its End User License

(a) Beats are sold and delivered through **Payhip** (Payhip Limited, UK). At checkout, Payhip shows its standard End User License. **That End User License covers the purchase and download transaction between Licensee and Payhip only.** It is Payhip's general form for all digital products and says the content is for personal, non-commercial use.

(b) **Licensor is the owner (or exclusive licensee) of the rights in the beat.** Licensor, and not Payhip, grants the rights in this license directly to Licensee. **Notwithstanding the Payhip End User License,** Licensee may use the beat commercially exactly as this license allows. To the extent the Payhip End User License restricts commercial use, reproduction or distribution of the beat, Licensor, as rights holder, authorizes the uses permitted here.

(c) For everything about how the beat and the New Song may be used (scope, limits, credit, publishing, restrictions and termination), **this license controls** over the Payhip End User License and over any product description. Payhip's terms still govern payment, delivery, taxes and Payhip's own liability to Licensee.

3. Definitions

- **Beat:** the instrumental musical composition and sound recording named in the order, produced by Flavorful Croissants ("**Producer**").
- **Files:** for the MP3 Lease, one 320 kbps MP3 of the Beat, untagged; for the WAV Lease, one untagged WAV of the Beat.
- **New Song:** one new song that Licensee creates using the Beat, with its clean, explicit and radio-edit versions. All versions count as one New Song and share the limits in the Schedule.

4. License granted

Licensor grants Licensee a **non-exclusive**, non-transferable, worldwide license, for the Term and within the limits in the Schedule for the tier purchased, to use the Beat to create one New Song and to reproduce, distribute, stream, perform and sell that New Song commercially. What Licensee may change in the Beat depends on the tier (see the Schedule).

Licensor may keep licensing the Beat to others on any terms, and may sell exclusive rights to someone else. If Licensor later sells exclusive rights, **this license stays valid** for the rest of its Term and within its limits.

5. Limits, term and upgrades

The Term and usage limits are in the Schedule for the tier purchased. Streams, units and views are counted across all platforms combined. Before the New Song passes any limit, or before the Term ends, Licensee must buy a new or higher-tier license to keep using it. Use beyond the limits or after the Term is unlicensed. Copies already sold to fans before the Term ends don't need to be recalled.

6. Ownership

Licensor and Producer keep **all copyright** and other rights in the Beat (composition and sound recording), including any edited, remixed or rearranged version. Nothing in this license transfers copyright to Licensee. Licensee owns the lyrics, vocals and other original material Licensee creates, and owns the master recording of the New Song only as to those contributions, subject to Licensor's rights in the Beat. The Beat may only be used inside the New Song.

7. Credit

Licensee must credit the Producer as "**Prod. Flavorful Croissants**" wherever credits for the New Song appear, including streaming and store metadata where the platform allows it, video titles or descriptions, and physical packaging or liner notes.

8. Publishing split

The composition of the New Song is shared: Producer owns **50%** of the writer's share, and Licensee (with any co-writers) owns the rest. The publisher's share follows the same split, with Producer's portion held by Producer or Producer's publishing designee. Licensee must list Producer as a co-writer at this share when registering the New Song with any PRO (ASCAP, BMI, SESAC, etc.), The MLC or any other society or administrator, and must not register it in a way that omits or reduces Producer's share. Licensee keeps 100% of master income from the New Song within the limits of this license.

9. Restrictions

Licensee must not:

- **sell, re-sell, lease, re-license, sublicense, give away, share, upload or distribute the Beat itself**, unaltered or lightly altered, or in any beat, sample, loop or stem pack or library;

- **register the Beat, or any song or video containing it, with YouTube Content ID** or any similar fingerprinting or rights-management system (see Section 10);
- claim authorship or ownership of the Beat, or present it as Licensee's own production;
- use the Beat in more than one New Song;
- use the Beat in defamatory, hateful, harassing or threatening content, content promoting violence or discrimination, or any unlawful content;
- transfer or assign this license without Licensor's written consent.

10. Content ID

Only Licensor may register the Beat with Content ID or similar systems. If Licensee's upload of the New Song gets a claim, Licensee can email hallo@flavorfulmusic.com with the order details and link, and Licensor will whitelist or release the claim for the New Song while this license is in force.

11. Delivery and refunds

The Files are delivered electronically through Payhip after payment. Because the Files are digital, **sales are final once the Files have been delivered or downloaded, except where the law requires otherwise** (for example, the rights of consumers in the EU/UK, which are handled under Payhip's terms and Licensor's site terms). If a file is corrupt or incomplete, Licensor will provide a replacement.

12. Termination

If Licensee breaches this license, Licensor may terminate it by email to the checkout address. For a breach that can be fixed (for example, a missing credit), termination takes effect if Licensee doesn't fix it within **10 days** of the notice. For a breach of Section 9, a Content ID registration not removed promptly on request, or a claim of authorship, Licensor may terminate immediately. On termination, Licensee must stop all use of the Beat and the New Song and remove the New Song from all platforms within 10 days. No fee is refunded on termination for breach. Licensor's other remedies are not limited.

13. Warranties and liability

Licensor confirms it has the right to grant this license. Otherwise the Beat and Files are provided "as is." Licensee is responsible for everything Licensee adds to the New Song (lyrics, vocals, samples, features) and will indemnify Licensor and Producer against claims arising from that material or from Licensee's breach. **To the extent the law allows**, Licensor's total liability under this license is limited to the license fee paid. Nothing in this license limits liability that cannot be limited by law, or any rights Licensee has as a consumer under mandatory law.

14. Governing law and disputes

This license is governed by the laws of the State of California, without regard to conflict-of-law rules. Disputes go to the state or federal courts in San Diego County, California, **except that either party**

may use small claims court, and a Licensee who is a consumer may also bring a claim in the courts where they live if their local law gives them that right. If Licensee is a consumer living outside the United States, this choice of law does not take away the protection of mandatory consumer laws of the country where Licensee lives.

15. General

- **Acceptance.** Completing checkout and ticking the license checkbox means Licensee has read and agreed to this license. Electronic acceptance and records are binding.
- **Notices.** To Licensors: hallo@flavorfulmusic.com. To Licensee: the checkout email address.
- **Assignment.** Licensors may assign this license. Licensee may not without Licensors' written consent.
- **Entire agreement.** This license, the Schedule and the order receipt are the entire agreement about the Beat and replace prior discussions. Changes must be in writing (email is enough) and agreed by Licensors.
- **Severability.** If any part is unenforceable, the rest stays in effect.

Schedule – Tier terms

	MP3 Lease	WAV Lease
License fee	\$10 (one-time)	\$25 (one-time)
Files	320 kbps MP3, untagged	Untagged WAV
Type	Non-exclusive	Non-exclusive
Term	2 years from the Effective Date	5 years from the Effective Date
Audio streams	Up to 50,000 combined	Up to 500,000 combined
Downloads and sales	Up to 2,000 units (paid/free downloads and physical copies combined)	Up to 10,000 units
Music videos	1 video, up to 50,000 views; no monetization	1 video, up to 500,000 views; monetization allowed
Radio	Not included	Up to 2 radio stations
Live performance	Non-profit only (no paid or ticketed shows)	Unlimited, including paid and ticketed shows
Sync (film, TV, ads, games)	Not included; separate written agreement needed	Not included; separate written agreement needed

	MP3 Lease	WAV Lease
Changes to the Beat	Record vocals and other performances; basic edits to fit (trim, loop, rearrange sections, fades). No remixing, re-producing, or key/tempo changes.	Record vocals; edit, cut, loop, rearrange and remix; change key, tempo or structure; add or layer new sounds
New songs	1	1
Content ID	Not allowed for Licensee	Not allowed for Licensee