



SAMPLE PACK LICENSE

Here's a short summary:

- You can use these samples to create songs, beats and instrumental music and distribute them to all major platforms. (*Spotify, Apple Music, Deezer,...*)
- Splits are required for **selling beats**. (*On platforms like Beatstars, Airbit, Soundee,..*)
You keep 75% - Bennykaay is entitled to the remaining 25%
- Splits are required for **independent song releases**. (*Songs uploaded for distribution through services like Distrokid, CDBaby, Tunecore, iGroove,..*)
You keep 85% - Bennykaay is entitled to the remaining 15%
- You can register your songs with the Performance Rights Organization you're affiliated with. (*BMI, ASCAP, GEMA, PRS,..*)
You keep 75% - Bennykaay is entitled to the remaining 25%
- Don't add 'Bennykaay' as a 'feature' or 'collaborator' when uploading your songs to streaming platforms.
- All major label placements have to get cleared with Bennykaay.
(*Bennykaay has to get notified and included in all negotiations*)
- You can't register your songs/beats that include any audio samples composed/created by Bennykaay with Content-ID services or any automatic audio fingerprint services for social media. (*Youtube Money, Youtube Content-ID..etc.*)

-

This is the non-exclusive licensing agreement between Bennykaay (referred to as the 'Licensor' or 'Producer') and you (referred to as the 'Licensee'). This agreement outlines the terms and conditions governing your use of the instrumental music files ('samples' or 'compositions') provided by the Producer, in exchange for your payment and adherence to required royalty splits.

By publishing 'songs' or 'beats' which include these compositions online, Licensee acknowledges and agrees to the rights and obligations outlined herein.

1. NON-PROFIT USE (DEMOS, SOUNDCLOUD, YOUTUBE)

Licensee is permitted to utilize the samples in the creation of new musical works ('songs') for personal, non-profit projects, including but not limited to demo songs, non-monetized uploads on SoundCloud, songs for non-monetized YouTube videos, and school/university projects.

2. INDEPENDENT RELEASES (INDEPENDENT ARTISTS)

Licensee is permitted to utilize the samples in the creation of new musical works ("songs") for independent releases, including singles, beat tapes, instrumental music, albums, etc. These songs may be distributed across all major music streaming platforms and stores, such as Spotify, Apple Music, Tidal, YouTube Music, etc. In consideration of the composition, the Licensor is entitled to a royalty of 15% of all income generated through these stores. Preferably, royalties should be paid directly by the distributor used to distribute the song. In the event that the distributor does not have a "splits" system, royalty payouts should occur quarterly to Licensor.

Any more questions? (Contact: bennykaay@gmail.com)

3. SELLING BEATS/INSTRUMENTALS ONLINE (PRODUCERS / BEAT MAKERS)

Licensee is granted authorization to utilize the samples in the creation of 'beats' or 'instrumentals' for licensing on platforms such as Beatstars, Airbit, Traktrain, and Soundee. Sale splits must be established directly through the chosen beat selling platform, with the Licensee receiving 75% and the Licensor receiving 25% of all generated income.

Additionally, all publishing income will be equitably divided with a 50/50 split between the Licensee and the Licensor.

Licensee is obligated to disclose and clarify the usage of non-exclusive samples when making 'exclusive' beat sales.

Sample clearance is mandatory for any major label release, and the Licensor must be promptly informed in such instances. Royalties and publishing rights will be distributed fairly, with the Licensor also credited as a co-producer in the metadata of any major release.

Master clearance is guaranteed. (Contact: bennykaay@gmail.com)

4. MAJOR LABEL RELEASES

In the case of a song going to be distributed through a major record label, Licensor has to get notified and included in all negotiations.

All royalties / publishing will be split fairly and Licensor has to be provided with co-producer credit in the metadata / liner notes of any major release.

Master clearance is guaranteed. (Contact: bennykaay@gmail.com)

6. CREDIT (METADATA)

Proper credit is required in all instances of use. When selling beats, Bennykaay must be listed as a co-producer on said beats/instrumentals.

For independent songs, Licensor must be credited as a songwriter with the full name

"Benjamin Klassen" and as a producer on the track with the stage name "Bennykaay".

Furthermore, Licensee should not add Bennykaay as a "feature" or "collaborator" when uploading songs to streaming platforms through their distributor.

6. OWNERSHIP (COPYRIGHTS)

Licensor is and shall remain sole owner and holder of all rights, title, and interest in the audio files, including all copyrights to and in the sound recording and the underlying musical compositions written and composed by Licensor.

Nothing contained herein shall constitute an assignment by Licensor to Licensee of any of the foregoing rights. Licensee may not, under any circumstances, register or attempt to register the new "Songs" and/or "Beats" with the U.S. Copyright Office.

The aforementioned right to register "Songs" and/or the "Beats" shall be strictly limited to Licensor. This license grants permission for non-exclusive use only.

7. AUDIO FINGERPRINT SYSTEMS (YOUTUBE CONTENT-ID AND OTHER)

Licensee is not allowed under any circumstances to register new songs/beats that include any audio samples composed/created by Licensor with Content-ID services or any automatic audio fingerprint services for social media. (Youtube Money, Youtube Content-ID..etc.)

-

SOCIAL MEDIA: @bennykaay
EMAIL: bennykaay@gmail.com