



Eldoret City, Kenya | Tamarind Place, 2<sup>nd</sup> Floor, RM S7  
+254 796 934510 | mantrabeatskenya@gmail.com

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## **EXCLUSIVE BEAT LEASE & COPYRIGHT ASSIGNMENT AGREEMENT**

This document (“**Agreement**”), whose official date will begin with your signature (“**Official Date**”) it is between: \_\_\_\_\_ Producer Mantra Beats - Kenya (“**SIGNOR**”), whose contact information is the following: email, mantrabeatskenya@gmail; and phone number, \_\_\_\_\_ +254 796934510 and \_\_\_\_\_ (“**ASSIGNEE**”), Whose contact information is the following: email, \_\_\_\_\_; and phone number, \_\_\_\_\_.

In this document, ASSIGNOR and ASSIGNEE are individually one “**Part**” and collectively, the “**Parties**”.

### **1. Assignment and Payment.**

- **1.1. Assignment.** With the signing of this Agreement,
  - **1.1.1.** ASSIGNOR hereby grants **full ownership** of the sound recording beat/ instrumental to ASSIGNEE. The title of the beat is:

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With that said, ASSIGNOR transfers, assigns, yields right, and delivers irrevocably, and throughout the universe, and ASSIGNEE accepts, receives and assumes all proprietary right, title, and interest over copyright records, registration requests , the exclusive copyright licenses and any unregistered work or work that enjoys copyright or moral copyright protection, and all the emissions, extensions and renewals of these. This Agreement includes all the rights of ASSIGNOR under the applicable law of any jurisdiction, international treaties and conventions, and in any way throughout the universe.

- **1.1.2.** The sound recording beat/instrumental is the one, and must, being sent with its wave track outs/stems from ASSIGNOR to ASSIGNEE within 24 hours after purchase is completed.
- **1.1.J.** After purchase and delivery, ASSIGNOR must remove the sound recording beat/instrumental of all sites of internet where he uploaded the sound recording beat/ instrumental before.

- **1.2 Income and Claims.** It also includes any and all royalties, fees, income, payments, and other payments now or in the future due or payable in respect of Copyright. It further includes any and all claims and causes of action with respect to Copyright whether accrued before, on or after the date of this Agreement, including all past, present and future rights and claims for damages, restitution and measures. precautionary measures and other legal and equitable measures for infringement, dilution, misappropriation, violation, improper use, or non-compliance, with the right, but not the obligation, to sue for said legal and equitable reparation and to collect, or otherwise recover, said damages.
- **1.3. Paid.** In exchange for the assignment as defined in this Agreement, ASSIGNEE will pay Kshs/USD\_\_\_\_\_through a suitable money transfer service. The current exchange rates apply. Any transactional fees will be incurred by the Assignee.

## 2. Representation and Warranty.

- **2.1. Representation.** ASSIGNOR sells, transfers, transmits, assigns and delivers, and ASSIGNEE accepts and assumes all rights, titles and interests over the Copyright with the condition that ASSIGNOR is the sole owner of the Copyright and on the basis that ASSIGNOR guarantees, expressly or implicitly, the total legality of the Copyright.
- **2J. Cooperation.** As soon as reasonably possible after an ASSIGNEE request, ASSIGNOR will provide a complete copy of all documentation related to Copyrights for the use of ASSIGNEE, to comply with record-keeping requirements or to allow ASSIGNEE to enforce its rights granted by ASSIGNOR in accordance with this Agreement. ASSIGNOR also, at the request of the ASSIGNEE:
  - **2.2.1.** Execute and deliver, directly or indirectly, to ASSIGNEE any additional documentation, including separate assignments of Copyright to record the assignment in the United States of America and throughout the world;
  - **2.2J.** Perform all other reasonable and necessary legal acts to register the assignment in the United States of America and around the world; Y
  - **2.2i3.** Execute all reasonable and necessary legal documents for the ASSIGNEE to obtain the records regarding Copyright.

- **2.3. Compensation.** ASSIGNOR will indemnify, defend and hold harmless the ASSIGNEE and its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any claim, judgment, damages, liabilities, agreements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or related to: (i) bodily injury, death of any person or damage to real or personal property as a result of acts or omissions of the ASSIGNOR; or (ii) any breach by the ASSIGNOR of its representations, guarantees or other obligations.

### **3. Miscellaneous.**

- **3.1. Successors.** This Agreement shall bind and invade the benefit of the Parties and their respective successors and assigns.
- **3.2. Counterparts; Electronic Signatures.** This Agreement may be signed, executed and perfected electronically or by hand, and in several copies, all of which will be sufficient proof of the existence of this Agreement, and all of which will be a single agreement, this Agreement.
- **3N. Controversies; Applicable Law.** If a court with jurisdiction and competence declares any part, clause, or section of this Agreement null, illegal, or excessive, such interpretation will not affect the other parts, clauses, or sections of this Agreement. The Parties agree that, should any controversy, claim or discord arise, they will do their best to negotiate in good faith and put an end to any situation in a peaceful and private manner. However, if litigation is unavoidable, the prevailing Party shall have the right to recover from the other Party the full payment of costs and expenses related to the litigation or arbitration process, including attorney's fees, and costs and expenses of appeals proceedings. This Agreement, its sections, and terms, and any doubt or question regarding its validity, interpretation, performance, and applicability will be governed by,
- **3A. Amendments; Entire Agreement; Headings.** This Agreement may not be amended or modified, unless it is amended in writing, and both Parties sign the amendment. This Agreement constitutes the entire agreement between the Parties. Any representation or warranty, whether written or oral, is excluded and waived, unless expressly stated in this Agreement. The headings of the clauses

of this Agreement only serve the purpose of facilitating their reading and therefore will not be used to interpret the intention of the Parties.

The Parties read, understood, and accepted the terms and conditions of this Agreement.

ASSIGNOR

Signature: \_\_\_\_\_

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

ASSIGNEE

Signature: \_\_\_\_\_

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