

#### **HEAR HARD MUSIC**

www.hearhard.com | licensing@hearhard.com

### **Mechanical Licensing Agreement For Commercial Artists**

Effective Date: 6.22.2025

Issued By: Hear Hard Music

Contact: licensing@hearhard.com

This Mechanical Licensing Agreement ("Agreement") is entered into by and between Hear Hard Music

("Licensor") and the signed artist or authorized representative ("Licensee") for the purpose of granting rights

to commercially release derivative musical works based on original compositions owned or controlled by

Licensor

#### 1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, revocable, non-transferable, and worldwide license to

create, distribute, and commercially exploit a derivative work (cover or remix) of the licensed composition(s)

listed in the attached Exhibit A. This license includes the right to exploit such works globally, including for

performances, streaming, digital downloads, and distribution in physical or digital form.

### 2. Rights and Limitations

Licensee shall have the right to:- Record and commercially distribute a new performance of the composition (if not signed to a record label)- Monetize their

own version via platforms such as Spotify, Apple Music, YouTube, etc. If signed to a record label: freely share non-commercial covers or videos on social media platforms (e.g., YouTube, Instagram, TikTok)

Licensee shall not:- If signed to a record label: commercially perform, distribute, or release a remix or cover under a label without securing a mechanical and/or performance license from Hear Hard Music- Use or sample Licensors original master recordings without a Master Use License- Register or submit the derivative work to any PRO (e.g., ASCAP, BMI), Content ID system, or Copyright Office- Alter the original songwriter/composer credits. Represent the licensed material as an original work- Use the work for unlawful, defamatory, or hateful purposes.

**3. Royalty Terms** (2025 Standard)- Mechanical Royalty Rate: \$0.127 per reproduction (physical or digital download), or \$0.0245 per minute for

songs over 5 minutes- Revenue Split for Streams: 80% to Licensee / 20% to Licensor (standard indie agreement terms)- Upfront Licensing Fee: \$250 per licensed song for mechanical use / \$500+ for use of original master recordings.

**4. Term & Termination- Term Duration:** Two (2) years from the date of this agreement- Renewal Option: Licensee may request a renewal in writing no later than thirty (30) days prior to the license expiration. Approval of renewal is subject to Licensors discretion and may require renegotiation of terms.-

Sunset Clause: Upon expiration, all distribution, promotion, or monetization must cease unless the license is renewed in writing.- Licensor reserves the right to terminate the license in the event of breach, misuse, or misrepresentation.

#### 5. Reporting & Good Faith Clause

Licensee agrees to:- Operate in good faith and accurately report usage and royalties- Notify Licensor within thirty (30) days of any significant commercial campaign, playlist placement, or licensing opportunity- Include proper attribution in metadata and marketing materials

#### 6. Indemnification

Licensee agrees to indemnify and hold harmless Hear Hard Music from any and all claims, losses, liabilities,

damages, or legal disputes arising from Licensees use or misuse of the licensed material.

## 7. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements related to the subject matter herein. Modifications must be made in writing and signed by both parties.

# 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Licensor: Hear Hard Music
By: Deondra Tedford
Date:
Licensee (Artist or Representative):
Name:
Signature:
Date: