



Master clearance is guaranteed for all of The Crate League sample packs. Our sample packs fall into 2 categories:

These sounds are not for resale.

1) Royalty Free

If a sample pack says "This Sample Pack is Royalty Free" in the description, it falls into this category

This gives you, the paying customer, the right to use our copyrighted material - intellectual property without the need to pay royalties or license fees for each use, per each copy or volume sold or some time period of use or sales.

However, although you are not required to pay royalties, **if you purchased this pack & place a record using our samples on a major label or by a major artist you are required to give co-production credit to (Anthem//The Crate League)**

2) Non-Royalty Free

If a sample pack does NOT say "This Sample Pack is Royalty Free" in the description, it falls into this category

a) If you place a record on a major label, by major artist, or for commercial use using our sample(s), you will split the publishing, royalties, mechanicals, points & advance fees (along with co-production credit) with The Crate League

b) If the sample(s) are used on any independent platforms or for non-commercial use, you can do anything you'd like with them (upload to Soundcloud, sell the beat to indy artist, include on beat-tape, etc)

If section (a) applies to you or you're unsure, please email us at Contact@thecrateleague.com or thecrateleague@gmail.com and include the following information.

- Name of sample
- Which library was it sampled from?
- Describe the use of the sample
- Name & Label of artist requesting use of sampled song
- Name of song
- Contact Info (email & phone #)

1. In exchange for your payment of the license fee ("**License Fee**") associated with the applicable sound recording and/or sample provided via this website (each, a "**Sample**"), we grant you a non-exclusive, non-transferable, perpetual right to publicly perform, distribute, or transmit the Sample in combination with other sounds in music productions to create new recordings ("**Recording(s)**"), each of which shall be considered a "derivative work," as such term is used in the United States Copyright Act of 1976, as amended. This license permits you to modify, reproduce, use the Sample as incorporated in your Recording solely pursuant to the following terms and conditions:

(a) You may use any Sample solely for Recordings on your own personal projects which are distributed solely by you independently (i.e., beat tapes or mixtapes) without any additional obligation to us or the Sample owner other than the License Fee as provided above, provided that in the event that any Recording exceeds One Million (1,000,000) streams across Apple Music, Spotify and YouTube, you shall be required to immediately obtain formal clearance of the Sample for use in the Recording pursuant to procedure outlined in paragraph 1(d) below.

(b) You may not use or sublicense any Sample in isolation as sound effects, loops, or as source material for any other form of sample, regardless of whether or not the Sample is modified by you pursuant to the terms herein;

(c) You may not: (i) use or sublicense any Sample in a manner which is competitive to us or the Sample owner; (ii) redistribute any Sample in new sample packs; (iii) sublicense, sell, loan, share, lend, broadcast, rent, lease, assign, distribute, or transfer any Sample to a third-party except as incorporated into a Recording; or (iv) use the name, image, likeness or other indicia of identity of the artist, producer and/or writer associated with a Sample in any way without such artist, producer, and/or writer's express written consent.

(d) With respect to commercial exploitations of Recording(s) containing any Sample, you shall not sell, license, or otherwise commercially exploit any Recording(s) containing any Sample via a third-party "Major Record Label" (as defined below) or "Qualifying Independent Label" (as defined below) without: (A) contacting us so that we can connect you with the Sample owner to obtain formal clearance of the Sample for use in the Recording(s); (B) allocating no less than fifty percent (50%) of any advances, royalties, and/or publishing ownership received by you from the Major Record Label or Qualifying Independent Label (as applicable) in connection with the Recording(s); and (C) ensuring that the Sample owner is credited as a co-producer in connection with all commercial exploitations of the Recording(s) on the liner notes of any singles or albums (in any configuration) embodied the Recording(s), including meta-data where applicable, as well as any advertisements in connection with the Recording(s).

(e) As used herein:

(i) "**Major Record Label**" shall mean a record label or company: (i) which is a parent or subsidiary of, and/or is affiliated with (i.e., shares common ownership with), one of the "major" distributors in the United States (which distributors are presently Sony, Universal and the Warner Music Group/WEA), (ii) which is a parent or subsidiary of, and/or is affiliated with, one of the so-called "indie" distributors which provide national distribution (which "indie" distributors presently include, without limitation, Ryko, Caroline, InGrooves, The Orchard, Rounder, Kobalt/AWAL, BMG, ADA and E1), and/or (iii) whose records are distributed by any such "major" or "indie" record label, company or distributor including without limitation, Company's own record label.

(ii) "**Qualifying Independent Label**" shall mean any record label or company not included in the definition of Major Record Label as provided in paragraph 1(e)(i) above which has distributed any album and/or master which has exceeded an aggregate of One Hundred Thousand (100,000) streams on Apple Music, Spotify and YouTube in any given calendar month, or greater than an aggregate of One Million (1,000,000) streams on Apple Music, Spotify and YouTube in total.

FORMAL CLEARANCE CONTACT:

The Crate League: Contact@thecrateleague.com