

STUDIO POLICIES – TERMS AND CONDITIONS

Client agrees to the hourly rate specified on the rates page or as quoted by Stephen Sherrard. Sessions are billed as a minimum of one hour, and then in 15 minute increments thereafter. Hourly charges do not include the cost of any media or supplies (CD's, tapes, hard drives, etc.).

Studio will provide high speed hard drives for direct to disc recording for each session. Although the studio makes regular backups of all session files, the studio is **NOT** responsible for loss of data nor any resulting expenses or loss of income in the case of a hard drive failure or other disaster. ***Clients are strongly encouraged to bring their own portable hard drive for backups and final project archival.*** The studio does not guarantee any type of long term backup or archival of client projects.

The session clock begins at the scheduled session start time. If Clients arrive early and Studio can accommodate an early start, then the session clock will begin at that early start time. If Clients are late for any reason, they will be charged from the scheduled session start time, with **no exceptions**. Clients must use at least $\frac{3}{4}$ of time they have booked or they will be charged for the total booked time.

Clients may cancel or reschedule a session with at least **48 hours (2 days) notice**. Any cancellations within 48 hours of the scheduled session will be charged a \$50 cancellation fee, which must be paid in full prior to the commencement of the next recording session. Subsequent failures to call within the 48 hour period will require Studio to charge Clients for the full amount of the time scheduled for that session and will require Clients to pay in full, in advance, for any sessions thereafter.

Clients are responsible for all monies due to the studio and shall make payment to the studio as follows: Upon conclusion of the current recording session paid with cash, money order, bank certified check, or PayPal. **No personal checks are accepted.** Clients will be charged a \$25.00 service fee if Client's account is not paid in full by the completion of each session. Clients will also be responsible for all legal, attorney and collection fees, if required for payment. If account is not paid in full, immediate collection and legal action will commence. Clients will also accrue a 1.5% interest charge per month until it is paid in full.

Studio reserves the right to make other financial arrangements with its clients.

No computer files, audio tapes, compact discs, or any other media shall be released to clients until clients are current with payments that are owed to Studio.

Studio shall endeavor to secure all recording media owned by Client and left or stored on studio premises but is not responsible for loss or damage.

In the event of loss or damage of Clients recording media due to willful negligence, Studio shall be responsible for replacement of no more than the value of the total replacement cost of the recorded media and studio time to date devoted to said recording media.

Studio is not responsible for ANY property left on premises by Client, (other than recording media).

Clients recording media left on premises 30 days after completion of last recording session or service shall become the property of Studio if all monies due to Studio have not been paid.

Receipt of recording media from Studio to Client is acknowledgement between both parties that the quality of all services rendered by Studio is satisfactory to Client and shall release Studio from any and all liability regarding said recording media and services rendered.

Damages to studio property of any kind that are a result of anyone in Client's party or group will be assessed to Client's account. Costs will be assessed for damage or breakage to headphones.

Absolutely no smoking or drinking alcoholic beverages in the studio.

Absolutely no food or beverage allowed in the recording studio or near any recording equipment.

Absolutely no drugs allowed on the premises of Studio.

Studio promotes a professional atmosphere in a family home environment. Alcohol, drugs or any illicit behavior is strictly prohibited anywhere on the premises.

Normal working hours for Studio are 9AM to 5PM on weekdays. Weekend and Evening sessions may be booked at Studio's sole discretion, and additional "after hours" rates may apply. Under no circumstances will any sessions at Studio extend past 10PM due to the residential location.

Studio reserves the right to refuse to work with any Client for whatever reason.

Studio's liability with respect to "downtime" of any and all studio sessions as a result from equipment malfunction or availability, personnel, hired musicians, acts of nature or public utility companies, etc., shall be limited solely to the studio time of such booked session; and Clients agree to hold Studio harmless from any and all damages from such "downtime".

Studio makes no warranties either express or implied other than those contained herein. Studio shall not be liable for unforeseen consequential damages of any kind. Should Studio be unable to conduct a booked session for any reason, then Studio warrants that it shall re-book such canceled booking at another time that is mutually available to Studio and the Client.

Rates, policies, and equipment may change without displayed, written or verbal notice.

The Client responsible for paying for studio time must sign this agreement and will be held responsible for the actions of all artists and guests he or she brings to any session. The client must show a legal ID with proof of age. If Client is under 18 years of age, then Client's parent or legal guardian must read and sign this agreement and provide a legal ID, as well as additional proof of guardianship if last names are different, and will be held responsible for all actions and debts of Client.

I have fully read and agree to these terms:

Signature

Printed full legal name

Full Address

Phone Number

Driver's License or Legal ID Number