

RECORDING STUDIO CONTRACT



THIS AGREEMENT made effective as of the _____ day of _____, _____.

BETWEEN: **ELEVATION MUSIC STUDIO**
754 Grouse Crescent, Kingston Ontario
(the "Studio")

-and-

(Salutation) _____ (your name) _____

_____ (artist)

Address (your address)

House/Apt #: _____

Street: _____ City: _____

Province: _____

Postal code: _____

(Known as Artist)

Amount: _____ Initial -----x

Deposit Amount: _____ Initial -----X

Additional Terms Of The Agreement _____ Initial -----X

How many tracks: _____ Initial -----x

Do songs need to be developed? Y ☐ / N ☐

In the event that songs need to be developed there will be an automatic 50/50 royalty split

In consideration of the provision of studio time, the services of one (1) recording engineer and the provision of other services provided by Studio to Artist, the parties hereby agree as follows:

Services

1. Studio will provide the services that include: Audio production, Recording, Editing, Mixing, Mastering. In the event that composition needs to be further developed, Artist agrees to award studio 50% of writing royalties, should studio be required to amend or further develop composition. Mixing & Mastering is a complementary service, unless these services are requested independent of full production, for what ever reason.
Fees charged to Artist pertain to production, arrangement and studio time only!!

1.2 Artist understands that there will be additional fees for any additional services not listed in 1. that are provided by Studio at Artist's request, including hiring additional musicians for the project, or the extending of initial scope of the project.

1.3 Artist understands that the rate quoted for the Services includes the services of one of Studio's designated engineers. Artist may choose to use his/her own engineer, and will be responsible for paying an additional cost for their services, in the event that the engineer was not selected by Studio. Studio reserves the right to refuse any engineer access to the equipment, if, in Studio's sole discretion, said engineer is not technically proficient.

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Rates/Payment

2.1 Artist agrees to pay for the Services, at the applicable rates set out in the agreement, in a timely and reasonable fashion. **NO ITEM will be released, in whole or in part, until FULL payment is received. Artist further understands that this cost is a packaged price and not delegated to a specific item, nor can there be a calculation of overall sum quoted divided by number of items created. Should you finish part of the project and decide not to complete the total, set out in this contract, none of the initial cost shall be deducted or reduced from the initial sum. Artist has 6 months, beginning from initial dispute, to resume work before masters are removed and discarded. Artist agrees and understands that studio will not re-emburs Artist, and studio is in no way liable to charges or claims from the Artist after the delinquency and the 6 month duration is exceeded.**

2.2 Once Artist has approved a track, mix and master, there will be an additional charge for any change to that track, mix or master.

2.3 Artist will pay Studio a non-refundable deposit of 50% (-----) of the estimated total charges at the time of booking, and the balance upon completion of the project. Studio time will not be reserved until the deposit is paid. Any additional charges for optional equipment, supplies and consumables, hospitality services, and other items will be added to the final invoice. In the event that other arrangements for payment be established, the artist agrees that 50% of total amount is not contingent upon the completion of the project and will pay 50% of total, of service rendered. Within reasonable expectation, and upon the discretion of Elevation Music Studio, there will be an effort made too ensure that the final product is suitable to the client. **Artist understands that quote does not include taxes. Quote applies only to the fees received into the studio's account.**

2.4 Invoices are due and payable on receipt. If Artist fails to pay an invoice on time, that resells in dispute, Artist agrees to pay Studio's actual expenses, including reasonable attorney's fees, associated with any collection proceedings, and any and all court proceedings will be held in Kingston Ontario Canada.

2.5 Studio retains ownership of the master and will not release it to Artist until all amounts owing under this Agreement are paid in full. If no request for the stems of master is requested, the studio will release stereo master to artist. The artist has one calendar year in which to request stems from the project, with no amendments. After the master is delivered to the client, they are removed from the studio archives.

Responsibilities of Studio

3.1 Studio agrees that it will:

Provide equipment in good working order; at Artist's request, provide studio personnel to assist as required during Artist's session; maintain safe, clean and comfortable facilities during sessions.

3.2 Studio shall not be liable for any failure to perform its obligations, if such failure is due to circumstances beyond its reasonable control. Any liability of Studio shall be limited to the total of all amounts paid by Artist for Services under this Agreement.

Responsibilities of Artist

4.1 Artist agrees to:

- Artist will make all payments when due;

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- Artist is responsible for hiring additional session musicians for their project, as stated in 1.2 should musicians provided by studio not meet artist's requirement.
- Artist will pay for any damage(s) caused by Artist or by Artist's personnel or guests, other than normal wear and tear, to the equipment, studio facilities, common areas, building or grounds.
- Artist will not eat, drink in the control room and not place any food or drinks on any equipment;
- Artist will not bring into or be under the influence of any illegal controlled substance or alcoholic beverage; respect the neighbours and neighbourhood surrounding the facility; THERE IS NO SMOKING ALLOWED ON THE PREMISES.

4.2 In the event of cancellation of a recording session or other scheduled service by Artist, Artist agrees to pay \$50.00 for cancellation that occur with in less than 72 hours of the scheduled recording session, and \$75.00 for no-call no-show.

Termination

If Artist fails to comply with any of its responsibilities hereunder, Studio may terminate this Agreement and retain any amounts paid by Artist prior to said termination. Furthermore, studio reserves the right to terminate this agreement at anytime should artist refusal to comply to any of section 4.1 occur, and initial deposit will not be returned.

Loss or Damage

6.1 Studio shall use reasonable efforts to secure all recording media belonging to the Artist and stored on the studio premises, but Studio shall not be liable for loss of or damage to any of the above.

6.2 In the event of loss to or damage of Artist's recording media due to negligence on the part of Studio, Studio shall assume all necessary measures to recover or recreate lost media.

6.3 Artist is solely responsible for all personal property belonging to Artist, Artist's employees and guests. Studio shall not be liable for any loss of or damage to any of such personal property.

6.4 Artist shall be responsible for any loss or damage to Studio property caused by Artist, Artist's employees, guests, invitees or agents acting under Artist's instruction, as a result of misuse, negligence, carelessness or willful misconduct, as outlined in 4.1 - studio is under 24-7 video and audio surveillance, disclosure to this effect permits us to use any footage as part of defence, should a dispute occur.

Acceptance of Media

Receipt and acceptance of the recording media by Artist after completion of the Services shall be deemed acknowledgement between both parties that the quality of the Services is satisfactory to Artist and shall release Studio from any and all liability and claims regarding such Services.

Entire Agreement

This constitutes the entire agreement between Artist and Studio, and may not be modified, changed in any way except in writing signed by both parties.

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Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Kingston Ontario.

STUDIO: ELEVATION MUSIC STUDIO

I -----AGREE TO COMPLY WITH ALL THE REQUIREMENTS OF THIS AGREEMENT AND UNDERSTAND THAT THIS AGREEMENT IS A LEGAL AND BINDING DOCUMENT BETWEEN YOU, THE 'ARTIST' AND US, THE 'STUDIO'

ARTIST:

DATE: MM / DD / YEAR

Continuation

At completion of project: I(Artist) hereby sign that I am satisfied with the project

Date:

Signature: