

Recording Use Agreement

This Recording Studio Use Agreement (“**Agreement**”) is between Burn Money LLC (the “**Studio**”) and (the “**Client**”) who has booked the studio through our booking portal. This Agreement serves as Terms & Conditions for studio rentals.

- 1. BOOKING AND RATES.** Client agrees to pay for studio time at the rate Sixty Dollars (US \$60) per hour of studio time, which includes setup time, break down time, and any breaks taken by the artist(s). Client(s) who book more than eight (8) hours of studio time will be billed at the discounted rate of fifty dollars (US \$50) an hour. Client(s) who book any time after 12AM PST will be charged 1.5x the normal booking rate for the studio.
- 2. PAYMENT.** Minimum session for first-time booking is two (2) hours. Client is responsible for all monies due to Studio, and shall make payment in advance to Studio by cash, check, credit card, or money order. Any additional charges incurred must be paid at the completion of the recording session. Payment by check shall not be considered completed until the check has cleared the bank. Any check returned for insufficient funds will incur an additional fee of thirty dollars (\$30). The Client is responsible for any and all legal costs and attorney's fees required to collect payment for any services rendered. Client(s) booking online will have twenty four (24) hours from booking to make the payment.
- 3. STANDARD STUDIO SERVICES.** The Studio will provide studio time. Client will be provided an in-house engineer from the Studio. All future studio time will be charged at the rate in effect at the time of the booking. Any additional services, including, but not be limited to, mixing, mastering, creating additional tracks, and adding to or modifying tracks when done outside the studio time agreed to may require additional fees.
- 4. ADDITIONAL PERFORMERS.** If the Client requires the service of session musicians or backup singers, the Client will be responsible for arranging for and paying said musicians or singers. If the Client requests the Studio to arrange for session musicians to be at the recording session, the arrangement will be between the musician and Client. The Studio will not be responsible for the failure of musicians to show up on time nor for the performance of the musicians.
- 5. CANCELLATION.** Client will notify Studio promptly with at least twenty four (24) hours prior notice in the event of required cancellation of a recording session or other scheduled service. If the Studio must cancel a session due to illness or other reasonable cause, the Studio will reschedule the session for the earliest available time consistent with the needs of the Client.
- 6. CLIENT PROPERTY.** The Studio shall endeavor to secure all property left on premises by Client, but is not responsible for loss due to theft, fire, acts of God, or other occurrences beyond its control.

7. CLIENT FILES. The Studio shall not release recording files or copies thereof to the Client or Client's representative until all monies due Studio have been paid. If not paid within thirty (30) days, the Client's recording files left on premises shall become the property of Studio. Upon complete payment of all monies due by Client, the Studio will transfer all recordings and ownership of sound recording copyrights to the Client.

- a. The Studio will endeavor to backup Client's recording files to another hard drive after each recording session. Onsite hard drive storage of recording files will be maintained for at least one month after the last recording session. After that time, files may be permanently deleted unless other arrangements have been made. Files for ongoing projects booking time on a regular basis will not be deleted.
- b. The Studio shall endeavor to secure all recording files made by the Client, and left or stored on the studio premises, but the Studio is not responsible for loss or damage. In the event of loss to or damage of Client's recording files due to willful negligence, Studio shall be responsible for replacement of no more than the value of the studio time to date devoted to said recording files.
- c. Backing up or copying to external media or to an external hard drive supplied by the Client will be billed at the rate of sixty dollars (\$60.00) per hour (if not done during the recording session), billed in intervals of one tenth (0.1) of an hour or portion thereof, with a minimum billing for this service of \$25.00. Client shall provide his or her own external media and/or hard drives for this purpose. Client will not have access to such media until all payments due the Studio have been made.

8. STUDIO PROPERTY. Client shall be solely responsible for any loss or damage to Studio property incurred by Client, employees of Client, guests of Client, or agents of Client, as a result of misuse, negligence, and or carelessness.

9. PERFORMANCE COPYRIGHT. All songwriting copyrights will remain with the author of the work. Client shall be responsible for obtaining all mechanical licenses for music for which the Client does not own the rights. All such licenses must be obtained prior to duplication or replication. It is advantageous to assign ISRC codes for each recorded track, which should be embedded in the digital media when the master is produced. The Client shall be responsible for and shall pay the fees for obtaining such codes.

10. STUDIO RULES. The Client shall abide by all the Studio Rules attached to this agreement. Disobedience of these rules by the Client or a guest of the Client will be grounds for removal of said person or persons from the property, immediate termination of this agreement, and loss of future use of the studio. In the event of termination of this agreement due to such causes, there will be no refund of monies paid by the Client. The Studio or its representative will have sole right to make such a determination.

11. RELEASE AND HOLD HARMLESS. The Client agrees to indemnify, release and hold harmless the Studio from any harm or damage that may occur to any person in the Client's party or to equipment belonging to the Client.

12. NAME AND LIKENESS. The Client agrees to allow its name, photographic image, and/or musical samples to be used on the Studio's website and/or for other promotional purposes. The Studio will not sell or allow downloads of the Client's music without prior agreement.

13. CLIENT WORK. If the Client mass produces an album or EP in the form of a compact disc by means of duplication or replication, the Studio requests two (2) copies to be provided to the Studio at no charge. One copy will be displayed at the Studio's prerogative and one copy will be added to the Studio's library.

14. MISCELLANEOUS.

- a. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- b. The parties do not intend to confer any right or remedy on any third party.
- c. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.
- d. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.
- e. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- f. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- g. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Venue for any dispute shall be the Circuit Court of Multnomah County, Oregon.
- h. **Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- i. **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and

contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

- j. Signatures. This Agreement is automatically agreed upon by both parties once the Client has booked the session through the Studios booking portal and is effective on said date the session was booked. Client(s) agree that they have read and understand the articles listed in this Agreement and agree to be bound by said agreement until session ends and all invoices are paid in full to the Studio. Client(s) paying cash or booking in person will be asked to read and sign the Agreement before booking or beginning a session.

Studio Rules

Smoking - No smoking is allowed in the control room or the studio. You may smoke outside at least 10 feet away from the building. Please do not leave butts or matches on the ground. Client(s) or guests of the Client(s) who smoke in the studio or inside the building will be charged a \$250.00 cleaning fee in addition to their session booking or any additional services purchased.

Illegal Substances - No illegal substances are allowed on the property. Any Client or guest of the Client found to be intoxicated or under the influence of any illegal substance or exhibiting any behavior deemed unprofessional by the Studio or its representative will be grounds for removal of said person or persons from the property and immediate termination of this agreement and loss of future use of the studio. In the event of termination of this agreement due to such causes, there will be no refund of monies paid by the Client. The Studio or its representative will make the final judgment in such situations.

Food and Drink - Although food and drinks are allowed in the studio, please use them in reasonable quantities. Any spills that cause damage to the building or equipment will be to be billed to the Client.

Trash - Please help us keep the area neat and orderly. Do not leave food or trash around the grounds or in the studio. Please clean up any mess that you make. Place all trash in appropriate containers. Place aluminum cans and bottles in the recycle bin.

THE CLIENT HAS ACCEPTED AND AGREED and therefore is binded by the agreement and the studio rules listed above once the session has been booked and paid though the Studios online booking portal. Client is released from said agreement after completing the paid for booking time he/she/they have scheduled. Clients booking online are allowed to request a copy of the agreement and studio rules if they so wish to.