

TERMS AND CONDITIONS



For the purposes of this Recording Agreement, "Artist" will refer to the individual booking studio time (you or the person you are booking the time slot for), "BackBeat" will refer to BackBeat Sound Design recording studio, and "Project" will refer to the recording project directly related to the studio time being booked.

BOOKING DEPOSIT

The amount being paid as a result of this online booking is considered a non-refundable deposit. This payment reserves the studio time slot that Artist requests. The full amount of this Booking Deposit goes as a credit toward full payment of the Project. In the event that Artist cancels with less than 48 hours of notice, or does not arrive within 15 minutes of the scheduled recording time, this Booking Deposit will no longer be credited toward full payment and will be retained by BackBeat as compensation for lost studio time. In the event no Booking Deposit was collected, and the Artist cancels with less than 48 hours of notice, or does not arrive within 15 minutes of the scheduled recording time, BackBeat reserves the right to charge a \$30 cancelled session fee as compensation for lost studio time.

RATES

The Artist agrees to complete payment in full at the time of the recording session currently being booked. Payment in full is defined as the total project cost MINUS any Booking Deposit made as a result of this online booking. Services will not be provided unless Artist completes full payment at the time of the recording session.

REFUNDS

BackBeat does not offer refunds for services rendered.

REFUSAL TO PAY

In the event that the Customer refuses to make payments as agreed upon, BackBeat reserves the right to seek legal action to secure payment for services rendered. Should it become necessary for BackBeat to seek professional assistance for this purpose, Customer will be responsible for paying all costs incurred by BackBeat, including but not limited to court fees, attorney's fees, or debt collection's fees.

RECORDING SESSION GUESTS

Unless otherwise specified, all recording sessions and tracking will take place in the BackBeat studio located at 423 Golden Oaks Dr., Hixson, TN, 37343. Recording sessions will be considered "closed", meaning individuals not involved in the recording/tracking process will not be allowed access, unless given special permission by BackBeat. If Artist wishes to bring a guest, please contact BackBeat via email at info@backbeatsound.com to request permission. Recording sessions will allow time for breaks by both the Artist and BackBeat employees as needed. Artist, employees of the Artist, session musicians invited by the Artist, and guests of the Artist are expected to be on time and ready to begin work at the scheduled start time. BackBeat employees are expected to have completed any possible set up for each day's recording session and be ready to begin work at the scheduled start time.

CANCELLATION

Once a recording session is scheduled, the terms and conditions outlined in the CANCELLATION section of this Recording Agreement apply. In the event that the Artist must cancel a scheduled recording session, the Artist must inform a representative of BackBeat of their intention to cancel at least 48 hours prior to the start of the recording session. When an Artist cancels a recording project or recording session on short notice, that reserved studio time generally cannot be re-booked. To change or cancel recording sessions, please provide notice at least 48 hours before the schedule start time of that session. In the event that a recording session is cancelled without 48 hours advanced notice, or the customer does not appear within 15 minutes of a scheduled recording session, BackBeat Sound Design reserves the right to charge a \$30 cancelled session fee. | If the Artist must cancel an entire Project, the Artist must inform a representative of BackBeat of their intention to cancel at least 48 hours prior to the start of the Project. In the event that a contracted recording project is cancelled without 48 hours advanced notice, BackBeat reserves the right to charge 20% of the agreed upon rate for that recording project. | In the event that the Artist chooses to cancel the Project while partially completed or during the production of the Project, the Artist is responsible for paying 50% of any unpaid payments as agreed upon. Any amount already paid by the Artist will not be refunded.

DEADLINES

Unless otherwise specified, BackBeat does not operate using strict deadlines for Projects or services rendered because it is difficult to predict unforeseen circumstances. However, BackBeat can generally provide an estimate of the amount of time that will be needed for a particular Project.

DAMAGES

Artist is responsible for any loss or damage to BackBeat property (other than normal wear and tear) caused by misuse or misconduct of the Artist, their employees, sessions musicians or guests. This property includes but is not limited to instruments, recording equipment, studio facilities, common areas, and the building and surrounding property that houses BackBeat. Normal wear and tear caused by regular instrument/equipment use (i.e. guitar strings) will not be considered damage and are not the responsibility of the Artist. | Food and drinks, with the exception of water, are prohibited in the studio space. BackBeat reserves the right to charge the Artist for cleaning fees, replacements costs of furniture, flooring, or other materials, and compensation for lost work time due to cleaning and/or replacement related to any spill or stain caused by food or drink brought into the studio.

ARTIST PROPERTY

For convenience, Artist is welcome to leave personal property, instruments, or equipment in the BackBeat studio overnight during the work days of a recording session or Project. Artist is solely responsible for any personal property, instruments, or equipment belonging to the Artist, their employees, sessions musicians, or guests. BackBeat will not be liable for any loss or damage of any such items. Any personal property, instruments, or equipment left in the studio at the completion of a Project are the sole responsibility of the Artist. BackBeat will make every possible effort to accommodate the Artist reacquiring any items left behind, but will not be responsible for any related delivery or shipping expense. Any items left for more than 90 days become the property of BackBeat.

PARKING

The Artist, their employees, session musicians, and guests are advised to park on the street immediately in front of the building that houses BackBeat, and walk to the front door using only PAVED areas. BackBeat is located at 423 Golden Oaks Dr., Hixson, TN, 37343. BackBeat is not responsible or liable for any loss or damages sustained to persons, vehicles, or property within vehicles while parked on the road or on the property of the building that houses BackBeat.

PERSONAL CONDUCT

The Artist, their employees, sessions musicians or guests, and any other party or individual invited into BackBeat by the Artist are required to comply with certain Personal Conduct expectations, as outlined below. Not complying can result in Termination of the Recording Contract. | The following are expected: Smoking is PROHIBITED anywhere within the studio or building. If the Artist or guests of the Artist must smoke, they are permitted to only outside the building, and at least 25 feet from all doors and windows. Leaving cigarette butts on the ground, yard, or anywhere other than the trash will absolutely not be tolerated. | Alcohol and/or drug use is STRICTLY PROHIBITED anywhere on the property, inside or outside. Any such behavior by the Artist or by the Artist's guests will result in immediate termination of the Recording Agreement and removal from the facility. | Firearms of any type or size, or other weapons of any type or size are not permitted anywhere on the property, inside or outside. Any firearm or other weapon possession by the Artist or by the Artist's guests will result in immediate termination of the Recording Agreement and removal from the facility. While Tennessee state law does not allow businesses to ban possession of firearms on their property, individual businesses still maintain the right to refuse service to any customer for any reason. BackBeat exercises this right on anyone who carries a firearm or other weapon within the studio or building. | Artist and Artist's guests are expected to act and behave respectfully in regard to individuals, creative works, personal property, and other matters both while in the studio, common areas, and on the property of the building that houses BackBeat. Any actions or behaviors considered non-compliant will result in immediate termination of the Recording Agreement and removal from the facility. | BackBeat reserves the right to maintain a clean, efficient, professional, and safe working environment. Any party, Artist, their employees, sessions musicians, or guests found in contempt of said environment will be asked to leave the facility without refund.

TERMINATION

If the Artist, their employees, sessions musicians, or guests fail to comply with any guidelines or responsibilities set forth in this Recording Agreement, BackBeat reserves the right to terminate this Recording Agreement at any time. Under these circumstances, BackBeat reserves the right to retain any recordings, project files, masters, or amounts paid by the Artist prior to such termination, as well as hold the Artists responsible for paying 50% of any unpaid payments as agreed upon.

COMMUNICATION

Artist is expected to respond to any communication attempts (e-mail, phone call, text message, etc.) made by BackBeat in a timely manner to ensure continuity and successful completion of the Project. Not complying can result in Termination of the Recording Contract.

ALBUM CREDITS

Any distributable product that results from recording sessions or Projects relating to this Recording Agreement must correctly list and credit BackBeat and any individuals associated with BackBeat for ANY and ALL contributions and performances provided for recording sessions or Projects relating to this Recording Agreement. The name of "BackBeat Sound Design" must not be abbreviated or shortened in any manner. At the conclusion of the recording and production process for the Project, BackBeat will provide the Artist with a list of appropriate and required credits for any and all contributions and performances relating to the Project. The Artist agrees to appropriately credit BackBeat in all album artwork per the list provided by BackBeat at the conclusion of the Project.

SESSIONS MUSICIANS

Sessions musicians are available through BackBeat for piano, keyboards, organ, drums, acoustic guitar, electric guitar, bass guitar, strings, horns, and background vocals, and will be provided at no additional cost. If Artists requires a sessions musician for another instrument or for a part on

a listed instrument that cannot be performed by BackBeat employees, Artist is required to pay any fees associated with hiring sessions musicians. In the event that it is necessary to hire sessions musicians, BackBeat will communicate with Artist prior to hiring. | Artist may choose to bring their own sessions musicians. Any non-BackBeat sessions musicians that enter the studio are the responsibility of the Artist and are expected to adhere to the guidelines outlined in the Recording Agreement. BackBeat is not responsible for paying any external sessions musicians that the Artist chooses to use. Any payment to non-BackBeat sessions musicians should be considered separate from the Project and will not result in any type of discount from the rates discussed in this Recording Agreement.

PROJECT DISCLAIMER

BackBeat will not be responsible or liable for any failure to perform the services agreed upon in this Recording Agreement if such failure is due to circumstances beyond reasonable control including but not limited to poor weather conditions, unexpected health conditions, family emergencies, property damage, and equipment failure. The liability of BackBeat and individuals associated with BackBeat will be limited to the total amounts paid by the Artist to BackBeat under this Recording Agreement.

COPYRIGHT DISCLAIMER

BackBeat will refuse to record or produce any audio recording that BackBeat believes may result in copyright infringement of another Artist's work. BackBeat will not be responsible or liable for any copyright infringement lawsuits filed against the Artist relating to any songs or projects recorded at BackBeat. The liability of BackBeat and individuals associated with BackBeat will be limited to the total amounts paid by the Artist to BackBeat under this Recording Agreement.

PROMOTIONAL USE

BackBeat reserves the right to use any elements of the Project for promotional and/or sample use. Potential uses include, but are not limited to, posting audio files on the "Samples" page of BackBeat's website, and sending sample audio file links to prospective clients of BackBeat. BackBeat will not allow free or paid downloads of Artist's Project or Project elements, and will offer samples for promotional purposes only. BackBeat respectfully requests a file containing the Artist's album cover art for this Project, for the purposes of showing the album cover with any samples posted on BackBeat's website.

OWNERSHIP OF FINAL MASTERS

Once the Project is complete and the Artist has paid all agreed upon rates in full, BackBeat rescinds all ownership rights of the final master for the Project. Artist retains 100% ownership of final masters. This applies to the final audio masters only, not intellectual rights on composition and songwriting.

LEGAL COSTS

BackBeat reserves the right to seek legal action to uphold the contents of this Recording Agreement. Should it become necessary for BackBeat to seek professional assistance to enforce the terms and conditions of this Recording Agreement, Artist will be responsible for paying all costs incurred by BackBeat, including but not limited to court fees and attorney's fees, or debt collection's fees.

PERSONAL INJURY

BackBeat, any individuals associated with BackBeat, or any buildings or properties that house BackBeat are not responsible or liable, financially or otherwise, for any personal injury sustained by the Artist, their employees, sessions musicians, or guests while in the BackBeat recording studio, the building that houses BackBeat, on the property that houses BackBeat, or in any other common area. By agreeing to this, the Artist acknowledges and understands the above

paragraph, and agrees not to seek legal action against BackBeat or any individual associated with BackBeat relating to matters of personal injury.

ELECTRONIC AGREEMENT

This constitutes the entire Recording Agreement between the Artist, and BackBeat. Once the Artist books studio time with BackBeat this constitutes agreement with these terms and conditions and this Recording Agreement cannot be modified, changed, or terminated in any way unless one of the following:

- 1) Both parties agree to and sign an addendum or new agreement
- 2) Artist chooses to Cancel the Project, incurring any payments outlined in the CANCELLATION section of this Recording Agreement
- 3) BackBeat exercises its right to terminate, as outlined in the TERMINATION section of this Recording Agreement.

By booking studio time at BackBeat, after the initial consultation, the Artist commits to the development and completion of the discussed Project, and agrees to the following conditions:

- All involved parties understand and accept this Recording Agreement in full, and that it is fair and just
- All involved parties commit and agree to ALL terms and conditions outlined in this Recording Agreement
- All involved parties understand that this Recording Agreement is a binding contract for services to be rendered to the Artist by BackBeat Sound Design
- Artist accepts that additional charges may be assessed for any damage discussed in the DAMAGES section of this Recording Agreement
- Artist accepts that additional charges may be assessed for cancellation before or during the Project as discussed in the CANCELLATION section of this Recording Agreement
- Artist acknowledges and understands the LEGAL COSTS sections of this Recording Agreement
- Artist acknowledges and understands the PERSONAL INJURY section of this Recording Agreement
- Artist agrees to appropriately credit any services provided as outlined in the list to be provided by BackBeat at the completion of the Project
- All involved parties are of sound mind and over the age of eighteen (18), or have a legal guardian present to legally agree on their behalf.

