



## STUDIO CONTRACT

This agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Los Senderos Studio, LLC, (the "Studio") and \_\_\_\_\_ (the "Client").

1. Client agrees to pay the rate of \$\_\_\_\_\_ per session for \_\_\_\_\_ sessions of studio time, for a total fee of \$\_\_\_\_\_. A session is defined as an eight-hour (8-hour) block of time and a half-session is a four-hour (4-hour) block of time. A nonrefundable deposit of \$200.00 is required to confirm all bookings.
2. The Studio will provide studio time and the services of a recording engineer for the duration agreed to by the Client. Additional studio time beyond that shown above and any additional services required during the recording session may require additional fees. Such services shall include, but not be limited to, mixing, mastering, creating additional tracks, and adding to or modifying tracks when done outside the studio time agreed to.
3. Client is responsible for all monies due to Studio, and shall make payment in advance to Studio by cash, check, money order, or credit card. Any additional charges incurred must be paid at the completion of the recording sessions enumerated above. 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.
4. If the Client requires the service of session musicians, the client will be responsible for arranging for and paying said musicians. 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. In most cases, payment for such musicians will be expected at the time of services.

5. In the event of cancellation of a recording session or other scheduled service by Client, Client will forfeit the deposit.
6. 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. In the event neither the Client nor the Studio can agree upon a date and time for a session, the Studio will refund the deposit.
7. Studio time includes setup time, break down time, and any breaks taken by the artist(s) or engineer. The engineer will be allowed a break of up to 15 minutes every 2 hours to alleviate ear fatigue. The engineer will be allowed one 30-minute meal break per session and an additional meal break for sessions lasting longer than eight (8) hours. All such time is on the clock.
8. The Studio shall endeavor to secure all recording media (all master tapes, slaves, final mixes, and other media and storage devices) owned by Client, and left or stored on studio premises, but the Studio is not responsible for loss or damage. In the event of loss to or damage of Client's 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 media (if owned by Client) and studio time to date devoted to said recording media.
9. The Studio shall endeavor to secure all other property (other than recording media) left on premises by Client, but is not responsible for loss due to theft, fire, acts of God, or other occurrences beyond its control.
10. In the event Client's recording media have been stored on premises, Studio shall not release said media or copies thereof to the Client or Client's representative until all monies due Studio have been paid. If not paid within 30 days, the Client's recording media left on premises shall become the property of Studio.
11. The Client's project files will be backed up to another hard drive after each recording session. Onsite hard drive storage will be maintained for 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 (four hours or more per month) will not be deleted.
12. Backing up or copying to external media or to an external hard drive supplied by the Client will be billed at the rate of \$40.00 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 \$10.00. 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.

13. Client shall be 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.
14. 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 and preferably before the Studio produces a master, if that master will be used for duplication. It is advantageous to assign ISRC codes for each recorded tracks, which should be embedded in the digital media when the master is produced. If the client does not know the procedure for obtaining the proper licenses and codes, the Studio can provide this service through third parties at an additional cost to the Client.
15. The Client shall abide by the Studio Rules, which are 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.
16. The Client releases 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.
17. The Client agreed to allow it's 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.
18. Should any portion of this Agreement prove to be invalid, illegal, or unenforceable, it shall not affect the remainder of this Agreement. This Agreement is governed by the laws of the State of Texas. In the event of a disagreement between the parties regarding the performance of this Agreement, both parties agree to attempt first a resolution through mediation. Should mediation fail and should litigation arise between the parties, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party.
19. This constitutes the entire agreement between Client and Studio, and may not be modified, changed, or terminated in any way unless there is a written agreement signed by both parties.

THE UNDERSIGNED PARTIES have read and understand the terms and conditions of this Agreement and do hereby agree to the provisions. If the Client is a band or group, the person signing this Agreement has the right to sign for the band or group and all members of the band or group agree to abide by the Agreement.

By: \_\_\_\_\_  
Los Senderos Studio, LLC  
8409 North US Hwy. 281  
Blanco, TX 78606

By: \_\_\_\_\_  
Client  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

## **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.

### 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.