



Joe Nicholson
DBA: **JC Music Connection, Project Won Studios, Boat Rocker Records and Right Cut Records**
P.O. Box 331 Mukilteo, WA 98275
(425)750-0589
www.jcmusic.org

Studio Services Agreement

THIS AGREEMENT is entered into as of the ____ day of _____, _____, by and between Joe Nicholson, DBA: JC Music Connection and Project Won Studios, (hereinafter also referred to as the "Studio"), and _____ (hereinafter also referred to as the "Artist"), in consideration of the mutual acknowledgment of rules, limitations, expectations and promises contained herein and for the receipt and sufficiency of goods and services and monetary exchange, the parties hereby agree as follows:

Section 1: Pre-Session Consultation and Studio Time Estimates

1a.) Prior to the booking of any recording, mixing or mastering project or any other engagement for which the services of the Studio are secured by the Artist, a minimum of one free Consultation shall commence in person, by phone or email between the Studio and the Artist in which the Artist will express in a detailed manner and to the best of his/her/their ability the goals and aspirations for the project, including but not limited to the purpose of the completed project, the intended target audience and proposed method of distribution, the number of songs, the number of tracks per song, the instruments to be used, vocal parts to be included, whether or not all pre-production work has been completed and whether or not proficient musicians will be provided by the Artist or arrangements to provide such musicians will need to be made by the Studio.

1b.) At the conclusion of the consultation(s), the Studio will provide the Artist with an estimate of the number of hours and/or days that will be needed to complete the project from beginning to end.

1c.) The estimate provided is just a "best guess determination" by the Studio based on the information provided by the Artist. The *actual* hours or days required to complete the project is subject to change and is likely that the *actual* time required will exceed the initial estimate as the project progresses.

Section 2: Content

2a.) Studio policy requires that a typed copy of all song lyrics be made available to the Studio at or before the beginning of the first session and that the Studio has sole discretion of whether or not to accept a given song or the entire project based upon the content of the lyrics. For any new song introduced after the project has begun, a typed copy of the lyrics will also need to be provided to the Studio prior to any portion being recorded and acceptance will also be subject to the Studio's discretion.

2b.) Studio policy requires that all lyrics must not include words or messages that could be deemed offensive in any way and that all lyrics must be "clean" and "family friendly". The Studio has the sole discretion to determine what is or is not offensive, clean, family friendly or appropriate. The Studio has the right to reject a song or an entire project based upon the Studio's judgement of the lyrics.

Section 3: Rates and Payment

3a.) As of April 1st 2017 the Studio has changed it's billing policy for the first time since it's founding to charge regular hourly and daily rates. Artists, groups and bands that had approached the Studio for services prior to April 1st, 2017 will be "grandfathered" into the prior "donation basis" payment policy. Artists, groups and bands that have made their first inquiry to the Studio after April 1st 2017 will be subject to the current rates posted at the Studio or published on the Studio website. As a matter of prior policy, (before April 1st, 2017), the Studio offered individual or band Artists for all personal or group projects the unique ability to set his/her/their own rates based on a reasonable "donation" offer the Artist makes to the Studio in exchange for its services. 3b.) The Studio has the sole discrimination to determine what is and is not "reasonable" based upon the scope of the project and other related factors and will inform the Artist whether or not the offer made is acceptable.

3c.) Once an offer has been accepted by the Studio and the amount has been written into Exhibit A of this agreement and has been ratified by the signature of all parties, the Artist cannot decrease the amount of the hourly, daily or project rate except by mutual agreement with the Studio even if and especially when the actual billable hours and/or days of the project exceed the initial time estimate.

3d.) The Studio promises to be as proficient and efficient as possible with respect to the goal of keeping the number of required hours and/or days to complete the project to the absolute minimum needed to produce a quality product that will meet or exceed the end purpose, goals and expectations of the Artist.

3e.) Hourly rates are billed in half hour increments based on the nearest quarter hour. For example, a session ending between 3:30 and 3:45 will be billed as if it ended at 3:30 and a session ending between 3:46 and 4:00 will be billed as if it ended at 4:00. The Studio will reduce the overall time charged in consideration of any technical delays exceeding 15 minutes by the nearest quarter hour the delay began and to the time the session resumes.

3f.) For projects charged by the hour, the Artist agrees to pay the Studio the previously agreed upon amount listed in Exhibit A at the end of each session.

3g.) For projects charged by the day or block, the Artist agrees to pay the Studio the previously agreed upon amount listed in Exhibit A at the end of each day or block.

3f.) For projects for which a package deal was offered and accepted, the Artist agrees to pay the Studio the first instalment of no less than one third, (33.33%), of the total by the end of the first session, the second instalment of no less than one third, (33.33%), of the total by the end of last tracking session that precedes the first serious editing and/or mixing session, and the final payment for the remaining balance of 33.34% at the time of product delivery. "Rough" edits and pre-mixes may be provided throughout the tracking period, with no consideration for immediate payment. The Artist understands that no services will be provided beyond the first session without the first instalment and that payment will be required before the second session begins. In most cases the Studio will be able to provide the Artist with plenty of advance warning regarding when the second instalment will be due based on the project progression. In the event the second instalment due date comes as a surprise to the Artist and payment by the end of the last tracking session is not possible, the Artist understands that the first serious editing and/or mixing session will not commence until the second instalment has been paid.

3g.) The Artist accepts that once the Artist approves and considers any given mix to be the "final" mix and the third instalment has been paid and the "final" mix has been delivered, the Artist will be given only one complimentary remix if the remix takes no longer than one hour to complete and the request for the one complimentary remix is made within thirty, (30) days after initial product delivery. The Artist agrees to any such remix taking longer than one hour will be billed at the previous hourly rate, (pro-rated for day/package offers), less the one complimentary hour, (if the complimentary hour has not already been used up), and that any remix requested beyond thirty, (30) days from the initial project delivery or any secondary or tertiary remixes after the "final" mix will be billed for ALL hours the remix requires at the previous hourly rate, (again pro-rated for day/package offers). Any other additional services will be billed at the hourly rate.

Section 4: Booking and Cancellations

4a.) Booking for a given session is considered "reserved" exclusively for the Artist if a deposit of at least 50% of the total for all hours booked are paid in advance at the time of booking for hourly sessions or daily/block sessions and at least 50% of the first instalment for package deal projects. If such a deposit is not possible at the time of booking, the appointment will still be written on the Studio calendar, but will not be considered "reserved" if another artist who *can* make a deposit wishes to book the same time period. Except as the Studio may determine otherwise, on a case-by-case basis, preference will almost always be given to the Artist willing to make a deposit. Otherwise, unless the Studio should determine differently, preference is given on a first-come-first-serve basis.

4b.) The Artist accepts that in the event the Artist cancels or is late by more than one-half hour, or there is a no-show for a first-time session, that deposits are non-refundable.

4c.) The Artist accepts that deposits for first-time *hourly* sessions are optional, but *required* for a *guaranteed* reservation and that deposits for first-time daily or blocked sessions are required and any exceptions to this rule are at the sole discretion of the Studio.

4d.) The Artist accepts that, unless notice of no less than forty-eight, (48), hours is given for a cancellation or reschedule, that the Studio will begin billing at the scheduled time whether the Artist is there or not. If an end time was not previously specified at the time of booking, the Studio will charge the Artist for no less than four, (4) hours. Any exception to this policy is at the sole discretion of the Studio.

4e.) The Artist accepts that, unless reasonable notice is provided, the Studio will consider any tardiness of more than one-half hour a cancellation and that the Studio may at that time give the session time to another artist. If the time given to another artist is billable and paid, the Artist who booked the original session may receive reprieve. If the time given to another artist is not billable and/or is not paid, the Artist who booked the original session will still be charged for that session for a minimum of four (4) hours.

4f.) The Artist accepts that unless forty-eight hours of notice was given, any cancellation may be subject to a deposit being required to reschedule or book another session.

4g.) If, in the rare event the Studio needs to cancel a session, all efforts to reschedule at the Artist's nearest convenience will be made and any refund requests deemed reasonable will be made for an amount equalling no more than the amount paid for the particular session the Studio cancelled.

Section 5: Successive Session Progress / Project Duration

5a.) The Artist acknowledges the general expectation that the Artist will be well prepared to record his/her/their project before booking the first session and that, unless or otherwise booked for the specific purpose, the studio is not a place for pre-production, experimentation or rehearsal. All time spent in the studio is "on the clock".

5b.) The Artist acknowledges and accepts the right of the engineer to cancel a given session if he/she feels the Artist is not adequately prepared and that the Artist will still be charged for the time though a credit for any remaining time will be applied toward the next session, but no refunds will be given.

5c.) The Artist acknowledges that the Studio expects the scheduling of successive bookings to occur on an average weekly, but at minimum monthly basis from the time the project starts to the time the project is finished.

5d.) The Artist acknowledges that the Studio reserves the right to terminate any project that is delayed by thirty, (30) days or more unless the delay is pre-arranged by mutual agreement with the Studio.

5e.) The Artist acknowledges and accepts that the Studio may seek legal remedies for unpaid balances due to the Studio for projects that have been terminated because of unscheduled or otherwise unexpected periods with no booked sessions lasting longer than thirty, (30) days.

Section 6: Set-Up and Breaks

The Artist accepts that billable Studio time includes setup time, break down time, any breaks taken by the Artist, and any reasonable breaks taken the Studio engineer or assisting staff. The Studio engineer will be allowed a break of up to fifteen, (15) minutes for every two, (2) hours to alleviate ear fatigue and a thirty, (30) minute meal break for every six, (6) hours. All break time is "on the clock". Exceptions to this policy can be made at the sole discretion of the Studio on a case-by-case, session-by-session basis.

Section 7: Session Musicians

If the Artist requires the services of session musicians or vocalists, and the Artist is to be responsible for arranging their appearance at the studio, the Artist is then responsible for paying their fees directly. If the Artist requests the Studio to arrange for session musicians, the Artist agrees to pay the rate negotiated between the Studio and the session musician(s). In such cases payment for the session musicians services will be payable to the Studio and in full at the end of each session. Exceptions to this policy can be made at the sole discretion of the Studio on a case-by-case, session-by-session basis.

Section 8: Guest Engineers / Producers / Working Order of Artist's Equipment

The Artist understands that the rates charged include the services a Studio designated engineer. The Artist is free to bring his/her/their own engineer and/or producer, but the Studio reserves the right to refuse access to any equipment if the Studio is not convinced of the technical proficiency of the guest engineer. Regardless, a Studio designated engineer will be present at all sessions at all times except at the Studio's sole discretion. The Artist is responsible for the working order of his/her/their own instruments and equipment, and the Studio reserves the right to refuse the use of any equipment believed to be in unfit condition. The Artist acknowledges and accepts that providing his/her/their own engineer, producer or equipment will not reduce the rate charged.

Section 9: Studio Loss or Damage

The Artist accepts that he/she/they will be held financially responsible for any loss or damage to the Studio equipment or premises caused by the Artist and/or any member of the Artist's party and that if any such damage should render the Studio inoperable, the Artist will be charged a fee of Two-Hundred Dollars, (\$200) per regular business day the Studio cannot operate *in addition* to any repair or replacement costs there may be for the damage.

Section 10: Artist Equipment and Security

10a.) In the event successive sessions are booked, the Artist may feel free to leave personal instruments, equipment and media behind to be ready and available for the next session. The Studio will endeavour to take every security precaution available, however in the event of theft, fire, flood, acts of God or other occurrence beyond the Studio's control, the Artist acknowledges and accepts the Studio will not be held financially responsible for any such items or suffrage to the project resulting from any damage or loss.

10b.) Unless otherwise arranged by mutual agreement, any instruments, equipment or media left behind by an Artist for more than thirty, (30) days will become the property of the Studio.

10c.) The Artist fully acknowledges and accepts that in the event that Artist owned instruments, equipment or media is damaged by Studio staff, the financial responsibility of the Studio will be limited to "like" replacement value of the instrument or other piece of equipment, and in the event of media loss the financial responsibility will limited to the value of the media item it was recorded on.

Section 11: Backups and Archiving

As a matter of policy, the Studio makes multiple hard drive backups of all newly recorded or edited material at the end of each session. However, in the event of any electronic/electrical anomaly, theft, fire, flood, act of God or other cause of loss or damage to the recorded material beyond the Studio's ability to control, the Artist fully acknowledges and accepts that the Studio will not be held responsible. In the event of an accident or wilful or negligent damage caused by Studio staff, the amount of financial responsibility by the Studio will be limited to the exact amount paid to the Studio up to that point in time in the event of a total loss, or the exact value equal to the amount of time required to replace the material in the event of a partial loss. The Artist acknowledges and accepts that whether or not backups are kept beyond the completion of the project is left to the sole discretion of the Studio. As a matter of policy, the Studio strives to archive copies of recorded material for a minimum of one year after the completion of a project, but this is not guaranteed.

Section 12: Product Delivery and Copyright / Licensing Permissions

12a.) The Artist fully acknowledges and accepts that until all monies due the Studio have been paid in full, that all *recordings* of the Artist's material *are the sole property of the Studio* and final edits and mixing will not be released to the Artist or anyone representing the Artist until the Artist's account is paid in full.

12b.) The Artist acknowledges and accepts that at the time of product delivery, the Studio is required to provide no more than one copy of the final mix and/or master of the Artist's material on one CD-R and if additional copies of the final mix and/or master are requested, these items will be subject to additional charges according to the current rate schedule for extra media copies, *in addition* to the time it takes to make the number of requested copies. The Artist acknowledges if the session files for the entire project are requested, the Artist must either provide or pay for an external USB hard drive with sufficient capacity *and* pay for the time it takes to copy the files onto the drive.

12c.) The Artists fully acknowledges, accepts and covenants to secure any and all applicable copyright permissions and mechanical licensing requirements for any material that is not original to the Artist, ideally before the project begins, but by the time the final product is delivered at the very latest.

12d.) The Artist acknowledges and accepts that at upon acceptance of the final product, the Artist will hold the Studio harmless and defend the Studio from any associated liability in the event the material recorded should be subject to copyright or licensing restrictions which might prevent the Artist from legally mass producing and/or publicly releasing such material.

Section 13: Studio Promotion / Use of Names, Images and Samples

For purposes of Studio promotion, the Artist agrees the Studio is free to use the Artist's name, photographic or video images, and musical samples related to the project and studio sessions without securing any further permissions and without restriction regarding venue, quantity, quality or duration, make all such items widely available on publically accessible websites, social media sites, CD samples and printed material.

Section 14: Studio Credits

In the event Studio acts as a final recording, mixing or mastering service for a distributable product, or if any production work of any kind is done for the final recording of a distributable product, the Artist agrees to include the Studio name as "Project Won Studios" and accurately describe its function in the recording credits or elsewhere on the final work, (i.e., album artwork, insert, online media page/description, etc.). For example, the Artist may include "Recorded at Project Won Studios" or alternately, the Artist may instead choose to use the Studio's logo along with its function on the final work with as long as it is displayed clearly and in proper proportion with good visibility. Example: "Recorded at [LOGO]".

Section 15: Mass Produced Material

If the Artist mass produces an album or EP in the form of a compact disc by means of duplication or replication, the Artist agrees to provide the Studio with two, (2) complimentary copies. One copy may be displayed on the premises at the Studio's prerogative and the other copy will be added to the Studio's library.

Section 16: Studio Responsibilities

16a.) Provide a clean, safe, comfortable and well maintained facility.

16b.) Provide a courteous, competent engineer who takes a genuine interest in the Artist's project.

16c.) Provide the basic recording equipment needed for the average project in good working order. If the Studio does not own or cannot otherwise acquire without expense any additional or specialty equipment needed, the Studio will strive to rent said equipment from a reliable source charging the Artist cost only, (no mark-up).

16d.) At the Artist's request, assist as required during Artist's session within the scope of the role hired for.

16e.) Ensure the Artist's privacy during sessions.

16f.) The 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 incur shall be limited to the amounts paid by the Artist for Services under this Agreement for the affected portions thereof only.

Section 17: Artist Responsibilities

17a.) Make all payments when due.

17b.) Pay for any damage caused by the Artist, or by the Artist's personnel or guests, other than normal wear and tear to Studio equipment, facilities, common areas, building or grounds.

17c.) Pay all negotiated session musician fees in strict accordance to amount, time and method agreed.

17d.) Ensure the suitability of the Studio for the Artist's purposes before the first session begins.

17e.) Ensure the Artist's equipment shall be compatible with the Studio before the first session begins.

17f.) Ensure the technical quality of any pre-engineered material to be used in the project.

17g.) Ensure the proficiency and technical qualifications of an Artist supplied engineer and/or producer.

17h.) Claim responsibility and assume all liability for all actions of the Artist's personnel and guests on Studio's premises.

17i.) Claim responsibility and assume all liability for any bodily injury, loss or damage to any person, equipment or property caused by any act or omission by the Artist or Artist's personnel, or as a result of any defect in or inappropriate specification of the Artist's equipment or Artist's own media.

17j.) Pay for the cost to rent any additionally needed instruments or equipment.

17k.) Pay for any costs and expenses incurred by the Studio on behalf of the Artist at the Artist's request.

17l.) Ensure that all the Artist's instruments and gear are in adequate working order, (set-up and intonated properly, new strings, new drum heads, etc.), and understand that if these specifics are ignored, the Studio cannot be held responsible.

17m.) Show up on time for scheduled sessions, (understanding that charges will always begin on-time and tardiness of more than ½ hour may result with the engineer cancelling the session and the Artist being charged regardless for the specified session from beginning to end, and if no scheduled end, a minimum of four, (4) hours).

17n.) Comply with all Studio Facility Usage Rules as outlined in Exhibit B of this agreement and as otherwise directed verbally by Studio staff and signage displayed on the premises.

Section 18: Termination

18a.) The Artist acknowledges and accepts that he/she/they shall abide by conditions as set forth in this agreement and the Studio Facility Rules, which are attached to this agreement in Exhibit B. Failure of the Artist or a guest of the Artist to abide by these rules will be grounds for removal of said person or persons from the property, and may result in the 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 Artist. The Studio or its representatives have the sole right to make such a determination.

18b.) Termination for any other cause may be invoked at will by either the Studio or the Artist with the understanding that all monies paid to the Studio up to that point will not be subject to reimbursement, pre-booked dates for sessions scheduled to commence in less than 48 hours from the date of termination may still be charged, and any or all recordings and Studio owned media may be held by the Studio until all balances for all applicable charges have been paid.

Section 19: Indemnity / Hold Harmless

The Artist shall indemnify the Studio against any injury, loss, damage, costs and/or expenses suffered by the Studio arising from: The Artist's cancellation of any booking including and without limitation of any reasonable costs or expenses incurred by the Studio in connection with the booking, the Artist's making or use/exploitation of the recordings, the Artist's breach of any of the warranties, undertakings or agreements on his/her/their part to be observed or performed by the terms of this agreement, any breach of an agreement the Artist may have with another studio, label, engineer, producer or any other party engaged by contract with the Artist that may restrict the activities undertaken by this project, any loss or damage caused to the Studio by Artist's use or Artist's personnel or Artist's own part in the recorded material.

Section 20: Governing Law

Should any portion of this Agreement be found invalid, illegal, or unenforceable, it shall not affect the remainder of this Agreement. This Agreement is governed by the laws of the State of Washington. In the event of a disagreement between the parties regarding the performance of this Agreement, both parties agree to first attempt 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 as awarded by the court. Mere refusal to make payments in-full as required for services rendered does not constitute a "disagreement" and is not subject to mediation. Consequently, in the event of simple refusal to pay balances due, the use of third party collection agencies and/or legal action may be enacted at the Studio's sole discretion.

Section 21: Execution / Signatures

The existence of the Authorized Signatures below signify that this contract agreement is fully executed and is in effect and in full force as of this:

_____ day of _____, _____.

The Artist fully acknowledges and accepts that this agreement binds the Artist's responsibilities as written in the sections above and found in Exhibit A and Exhibit B, (attached), to the Artist(s) signing below and shall bind him/her/themselves to be responsible under the same terms and conditions for anyone else considered to be in his/her/their "party" whether as another group member, guest, session musician or other 3rd party service provider, and whether or not these additional members have read or signed this agreement.

The Studio fully acknowledges and accepts that this agreement binds the Studio's responsibilities as written in the sections above and found in Exhibit A and Exhibit B, (attached), to the Studio representatives signing below and binds the Studio to be responsible under the same terms and conditions for any Studio staff member, legal owner, partner or other representative, whether or not these additional members have read or signed this agreement.

<p>Joe Nicholson DBA: JC Music Connection and Project Won Studios:</p> <p>_____</p> <p>(Printed Name)</p> <p>_____</p> <p>(Signature)</p> <p>Attached: Exhibit A _____</p> <p> Exhibit B _____</p> <p> Addendum _____</p>	<p>Artist:</p> <p>_____</p> <p>(Printed Name)</p> <p>_____</p> <p>(Signature)</p> <p>Additional Signatures:</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Signature)</p>
---	--

**Exhibit A
Project Estimate / Artist Rates / Payment Schedule**

Name of Artist: _____

Number of Songs: _____ Average Number of Tracks per Song: _____

Number of Songs with Acoustic Drum / Percussion Tracks: _____

Rented Equipment or Facilities on behalf of the Artist (if any): _____ at _____ per _____.

Estimate Totals

Hours	Dollars
Total Hourly Recording/Tracking Estimate: _____	Total Hourly Recording/Tracking Estimate: _____
Total Hourly Mixing/Editing Estimate: _____	Total Hourly Mixing/Editing Estimate: _____
Total Hourly Mastering Estimate: _____	Total Hourly Mastering Estimate: _____
Total Hourly Project Estimate: _____	Total Hourly Project Estimate: _____

Rate Schedule

Standard Hourly Rate: \$50.00 (Producer fee adds \$10/hr)	Actual Hourly Rate: _____
Standard Daily Rate*: \$350.00 (Producer fees adds \$50/day)	Actual Daily Rate: _____
Package Deal Rate**: _____	Actual Package Deal Rate**: _____
* - Daily rates are offered only for sessions of 8 hours or more.	** - Package Deals are available at the Studio's invitation only. If the Studio has not offered a Package Rate, please do not complete this section. Please be aware that any changes or increases to the scope of the project apart from the description given at the time of the original estimate are likely to change the Package Deal rate and such changes will be reflected on an "Exhibit A Addendum" to be signed by both parties before any work on the project continues.
Lockout Rate***: _____	Actual Lockout Rate***: _____
*** - Lockout's are offered at the Studio's invitation only. A lockout is two or more 8 hour days booked back-to-back in which the studio will be dedicated to the Artist for the specified number of days exclusively.	

Package Deal Payment Schedule

Due by the end of the 1 st Session (Preferably paid at time of booking):	Due by the end of the last Tracking Session (Prior to serious editing or mix sessions beginning.):	Due at Completion of the Product Delivery:
\$ _____ (1/3 (33.33%) of Agreed Rate)	\$ _____ (1/3 (33.33%) of Agreed Rate)	\$ _____ (33.34% of Agreed Rate)

Exhibit B
Project Won Studios

Studio Facility Usage Rules

- 1.) The Studio rules are to be followed and respected at all times. Any breach of these rules may result in the offending person or persons removal from the facilities and possibly the termination of the session or entire project without refund.
- 2.) The studio is located in a residential area and noise outside the studio must be kept to a minimum. Conversation anywhere outdoors after 9:00 p.m. should always be avoided. Loud vehicles and car alarms should also be avoided at all times – even if just for the sake of any recording going on - not to mention out of courtesy to our neighbours. Please make quiet transportation choices whenever possible.
- 3.) There is usually plenty of parking available in our driveway and across the street. However, if parking in the driveway, please ask a Studio staff member for the best place to park in order not to restrict the exit of other vehicles that may need to leave prior to the end of the session.
- 4.) Smoking is allowed in one designated area only behind the studio. Anywhere else, whether inside or outside, is strictly prohibited. Please use the provided ash tray and trash can. Cigarette butts or packaging material discarded on the ground will not be tolerated. If it is possible, the Studio would much prefer and be very appreciative if smoking were to be avoided entirely.
- 5.) No alcohol is to be allowed on premises at any time and all persons found under the influence of alcohol will be asked to leave. No exceptions!
- 6.) Marijuana, whether legal or not, whether “medical” or not”, is not allowed on premises at any time and all persons found under the influence for *any reason* will be asked to leave. No exceptions!
- 7.) All other drugs, whether legal or not, are prohibited from the premises unless a specific prescription requires the taking of prescribed drugs sometime during the session. If not, please leave them at home! No exceptions!
- 8.) Food is generally discouraged *in the studio* and in most cases will not be allowed. If you would like to bring food into the recording areas, please ask for permission from the engineer first. Food is allowed in the loading bay, the back patio and in the lounge. Any and all spills must be cleaned up immediately and any damage requiring special cleaning, repair or replacement will become the financial responsibility of the Artist.
- 9.) There is a microwave in the lounge available for your convenience. Please keep food covered while in use as to minimize making a mess inside. The sink is also available for rinsing food containers. Please discard any food bits that do not go easily down the drain in the trash can provided in the lounge area.
- 10.) Beverages are allowed and even encouraged in the studio. However, we are very strict about the containers. **All** drink containers allowed in the studio must have closable lids that cannot and will not spill or leak if they were to be dropped or knocked over. **If your beverage container does not meet this standard, please leave it outside the studio.** When taking a drink from these approved container’s please be sure you have stepped away from all equipment and be sure to replace the cap or lid before moving anywhere near any equipment. All spills must be cleaned up immediately and any special cleaning, repair or replacement of anything resulting from a spill will become the financial responsibility of the Artist.
- 11.) There is a small refrigerator available for Artist’s use in the loading bay. If your food or beverages need to be kept cold, please feel free to use it, but if there are more than a few items, a self-supplied cooler may be needed to keep additional items cold. Unless a successive session has been booked for the following day, all food kept in the refrigerator needs to be removed at the end of the current session. All items remaining after a session has ended will be discarded.
- 12.) WE RECYCLE! Please place all plastic bottles and other recyclable materials in the designated recycling bin found in the loading bay. Please keep all studio grounds clean by properly disposing of all other trash in the provided trash cans found throughout.
- 13.) Foul language, sexually suggestive talk, ill humour or slander of any kind is not allowed anywhere at any time and anyone heard speaking in such a manner will be given one warning after which a second offense will result in that person or persons being asked to leave and possibly facing the termination of the session or entire project.

14.) No one who is not directly involved with the current session should be in the studio and ideally not on the premises at all. Our studio is very small and although our lounge is usually available for our artists to use during break times, *it is not intended as a place for uninvolved guests to hang-out* as we have other residents in the house not associated with the studio that make frequent use of the lounge as well. Exceptions to this rule, such as parents/guardians of minor artists, photographers, videographers, and medical attendants are certainly considered, but notice and discussion concerning their presence should be made before the session starts. **Please don't surprise us with unexpected guests!**

15.) In most cases, the Studio Engineer will be presiding over the session and should always have the respect and attention of all Artists present. Please be sure all musicians carefully follow his/her instructions as this is *crucial* to having a productive session and best ensuring the proper care of all Studio equipment.

16.) Unless you have hired a producer to represent you, please appoint **one** person, ideally the song writer, to be your spokesperson who will be the primary individual to communicate with the engineer. Please have this matter firmly decided before the session begins!

17.) Never leave or enter the studio while the Red "Recording" light is illuminated without the engineer's knowledge and permission. If any door is closed and you wish to enter, please DO NOT KNOCK, but instead listen for music playing, and if none is heard, quietly enter. The engineer should be expecting you. If you must leave for any reason, please let the engineer know so he/she can monitor the time and duration of your departure to have an idea when to expect your return.

18.) We have cats, (two), and a dog. While it's rare that any of our pets are in the studio, they all hang-out quite frequently in the lounge and near the restroom areas. If you have allergies to cats and/or dogs, please let us know before your arrival so we can take all possible precautions to mitigate the effects. And of course, we expect you to treat them nicely!

19.) While it may not seem like it when you're in the studio, please always be mindful that *you are in a house* and that *there are residents* trying to carry on with their lives completely independent of the activities going on where you are. While great care and expense went into the design and construction of the studio, there is no area that is completely "sound proof" and the degree of isolation between the studio and resident living areas vary depending on where you are. So, except in designated areas where loud music and noise is obviously allowed, please try to remain as quiet as possible!

20.) Out of respect for the residents living in the house, please **never** go upstairs, never enter any area marked "private" or "employees only" and please never enter or exit through the front door of the house. Please always use the loading bay door to exit out the front or the back door to exit to the back patio rest/smoking area.

21.) Most of the amenities in the lounge are available for your use during break times, but not exclusively. Please do not rearrange furniture, make adjustments to any of the audio-video equipment settings, open or close windows or otherwise change the environment from the condition you first find it in. Please ask a Studio staff member for anything you need or wish to use unless it is obvious no permission or instruction is required.

22.) Please respect the Studio's instruments and other equipment and do not use anything without express permission from the engineer. Please give the same respect to any instruments belonging to session musicians or otherwise *anything not belonging to you*. Please inform the engineer before you turn on or off any equipment or plug or unplug anything that might be connected to our system in any way. Please plug-in your electrical equipment only in outlets provided at or near ground level as we have a separate circuit purposed exclusively for equipment which is apart from the circuit purposed for everything else.

23.) Please **do not** touch the studio glass, (that is the windows of the control room, vocal isolation booths, the drum room and the two mirrors found in the main isolation room and door to the drum room). The windows are actually made of plexi-glass and require a special method of cleaning different from that used for regular glass. As the plexi-glass material is also "softer", it is more susceptible to scratches and smudges than regular glass. There is no reason to ever touch the glass, so please **don't!**

24.) Please do not touch the acoustic foam, (found nearly everywhere on the walls and ceilings throughout the studio). This material is held in place by an adhesive that is generally strong enough to hold the material under its own weight but not designed to hold it in place while being touched or handled. The accidental removal of a piece of foam may cause a delay in the session, which would be an unnecessary waste of everyone's time. Occasionally, a piece of foam will fall out of place on its own. If you see this has occurred, please do not attempt to replace the foam yourself, but please do inform the engineer about it as soon as possible.

Thank you!