

## Payment/Booking Policies for "Studio 51, Inc."

Studio 51, Inc charges by the hour and does not guarantee a time frame for any work done in the studio.

Studio 51, Inc. accepts cash, Visa & MasterCard.

All time in the studio is billable and therefore must be scheduled. Set up for a session is a part of the session time.

If the engineer agrees to assist a client off the clock, all time will be booked at the convenience and availability of Studio 51, Inc. Studio 51, Inc. does not guarantee a time frame for work being done off the clock. The client assumes all risks associated with receiving services off the clock and holds Studio 51, Inc. harmless from any situation that might arise from this agreement.

A deposit will be required to confirm all studio bookings. Such deposit shall be equal to 50% of the cost of the total time booked. Deposit must be received ten days prior to session. "Studio 51" reserves the right to waive such deposit requirement in its unfettered discretion. Studio bookings for which no deposit has been received by "Studio 51" shall be subject to change or cancellation should management so decide, without notice to client.

Notice of a client's intent to cancel a session must be received by "Studio 51" no later than 7 days (1 week) before such session. If notice is not received by "Studio 51", the client shall be liable for the cost of one half of the time booked. Client's deposit as stated above may be applied by "Studio 51" in partial satisfaction of such liability. Sessions cancelled the same day of the scheduled session will be liable for the total cost of the booked time.

Half the amount of unused time booked will be charged to the client irrespective of client's failure to arrive for a session on time or in the event that the client must leave the session early, or if the session is completed before the booked time has expired.

The Studio 51 Block rate is a discounted rate for Blocks of studio time and in no way infers a flat rate for the completion of a recording project or any other work done in the studio. It is paid for in full and booked in advance. The scheduled time is use or lose. There is no rescheduling of time or cash refund for time missed in the studio; however, if the client contacts the engineer in advance of a scheduling problem, and they agree on the tasks to be worked on during the session time, the engineer will work all the time scheduled for the client for that day.

All remote recording sessions require a 50% deposit when scheduled and payment in full two weeks prior to the scheduled date. Notice to cancel a remote recording session must be received no later than 2 weeks before such session. If notice is not received by "Studio 51", the client shall be liable for 50% of the remote recording session of which the deposit will be applied. The price quote for remote recordings are for the live recording only and do not include subsequent studio time for overdubs, editing, mixing etc.

Payment in full for materials and fees is due and payable immediately following each session. "Studio 51" reserves the right to make other financial arrangements with its clients. Client(s) will pay all Studio 51's attorney's fees associated with financial collection processes for services rendered by Cue or materials purchased.

No recording media in "Studio 51's" possession shall be released to clients until all open accounts have been settled and all checks tendered as payment have cleared "Studio 51's" account.

Clients assume all risks associated with storing, on or off the premises of Studio 51, Inc., or Studio 51's use of, any and all sound recordings, video recordings, digital data in any storage format including but not limited to audio, video, smpte, midi, or other file types, or equipment of any kind or nature and shall hold "Studio 51" harmless from any and all damage that might occur to said articles for any reason. "Studio 51's" liability with respect to "downtime" of any and all studio sessions as a result from equipment malfunction or availability, personnel, hired musicians, acts of nature or public utility companies, etc., shall be limited solely to the studio time of such booked session; and client(s) agree to hold "Studio 51" harmless from any and all damages from such "downtime".

Clients are required to supply their own hard disks for recording. The client assumes all risk associated with the use and storage of these devices whether on or off the premises of Studio 51 Inc. and shall hold "Studio 51" harmless from any and all damage that might occur to said articles for any reason. We recommend 2 hard drives, one that is the working disk and one to copy to at the end of each session. We also offer Digital Linear Tape back-ups for a fee. The client determines the amount of risk they are willing to take.

"Studio 51" makes no warranties either express or implied other than those contained herein. "Studio 51" shall not be liable for unforeseen or consequential damages of any kind. Should "Studio 51" be unable to conduct a booked session for any reason, then "Studio 51" warrants that it shall re-book such cancelled booking at another time that is mutually available to "Studio 51" and the client.

Rates, policies, and equipment may change without displayed, written or verbal notice.