

kozmic sound - Recording Studio Agreement

THIS AGREEMENT made effective as of the _____ day of _____, _____.

BETWEEN:

kozmic sound
i.V. Michael „Mischkah“ Wilke (the “Studio”)

Studio P6
Funkhaus Berlin
Nalepastraße 18-50
12459 Berlin

billing adress:

Michael Wilke
Maximilianstr. 16,
10317 Berlin

– **AND** –
[NAME OF ARTIST(S)]

[address]

(the “Artist”)

In consideration of the provision of studio time, the services of one (1) recording engineer and the provision of other services provided by Studio to Artist, the parties hereby agree as follows:

I. Services

A. Studio will provide the services set out on Exhibit A (attached hereto and made a part hereof), such services hereinafter referred to as the “Services”, including but not limited to engineering, tracking, mixing, mastering, editing, composing, arranging, performing, CD/tape reproduction and forensic audio.

B. Artist understands that there will be additional fees for any additional services not listed on Exhibit A that are provided by Studio at Artist’s request.

C. Artist understands that the rate quoted for the Services includes the services of one of Studio’s designated engineers. Artist may choose to use his/her own engineer, but Studio reserves the right to refuse such engineer access to the equipment if, in Studio’s sole opinion, such engineer is not technically proficient.

II. Rates; Payment

A. Artist agrees to pay for the Services at the applicable rates set out on Exhibit B (attached hereto and made a part hereof).

B. Once Artist has approved a track, mix or master, there will be an additional charge for any change to that track, mix or master.

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C. Artist will pay Studio a deposit of 50% of the estimated total charges at the time of booking, and the balance upon completion of the Services. Studio time will not be reserved until the deposit is paid. Any additional charges for optional equipment, supplies and consumables, and other items will be added to the final invoice.

D. Invoices are due and payable on receipt. If Artist fails to pay an invoice on time, Artist agrees to pay Studio's actual expenses, including reasonable attorney's fees, associated with any collection proceedings.

E. Studio retains ownership of the master and will not release it to Artist until all amounts owing under this Agreement are paid in full.

III. Responsibilities of Studio

A. Provide Studio Facilities with Mischkah Wilke as Recording Engineer.

1. Provide recording equipment in good working order.
2. At Artist's request, assist as required during Artist's session.
3. Maintain safe, clean and comfortable facilities.
4. Ensure Artist's privacy during sessions.

B. 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 be limited to the total of all amounts paid by Artist for Services under this Agreement.

IV. Responsibilities of Artist

A. Artist agrees that it will:

1. Make all payments when due.
2. Pay for any damage caused by Artist, or by Artist's personnel or guests, other than normal wear and tear to the equipment, studio facilities, common areas, building or grounds.
3. Smoke outdoors in the designated smoking areas.
4. Keep food and drink in the common areas and out of the studio.
5. Respect the neighborhood surrounding the facility.

B. In the event of cancellation of a recording session or other scheduled service by Artist, Artist shall be responsible for 100% of the cost of such recording session, if cancellation occurs within 48 hours of the scheduled recording session.

V. Termination

A. If Artist fails to comply with any of its responsibilities hereunder, Studio may terminate this Agreement and retain any amounts paid by Artist prior to such termination.

VI. Loss or Damage

A. Studio shall use reasonable efforts to secure all recording media (all master tapes, hard drives, slaves, final mixes, and all other media storage devices) belonging to Artist and stored on the studio premises, but Studio shall not be liable for loss of or damage to any of the above.

B. In the event of loss to or damage of Artist'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 unrecorded media and studio time to date devoted to said recording media.

C. Artist is solely responsible for all personal property belonging to Artist, Artist's employees and guests. Studio shall not be liable for any loss of, or damage to, any of such personal property.

D. Artist shall be responsible for any loss or damage to Studio property caused by Artist, Artist's employees, guests, invitees or agents acting under Artist's instruction, as a result of misuse, negligence, carelessness or willful misconduct.

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VII. Terms and Conditions of Use

A. Artist agrees to abide by the Terms and Conditions of Use of Studio listed in Exhibit C (attached hereto and made a part hereof).

VIII. Acceptance of Media

A. Receipt and acceptance of the recording media by Artist after completion of the Services shall be deemed acknowledgement between both parties that the quality of the Services is satisfactory to Artist and shall release Studio from any and all liability and claims regarding such Services.

IX. Entire Agreement

A. This constitutes the entire agreement between Artist and Studio, and may not be modified, changed, or terminated in any way except in writing signed by both parties.

X. Governing Law

A. This Agreement shall be governed by and construed in accordance with the laws of Indiana. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Delaware County Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Signature:

the "Studio":

the artist(s):

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Exhibit

to Recording Studio Contract dated _____
between kozmic sound and _____

Exhibit A

Services to be provided by kozmic sound:

Use of the studio facility, including live room, control room, common areas and outdoor areas, and use of the following equipment:

- Analog and Digital Recording:
- Signal Processing Hardware
- Microphones
- Mic Pre-Amps
- Keyboards, Guitars, Amps
- Miscellaneous
- Set-Up Times and Breaks

Set-up time and breaks will be billed at the agreed hourly rate. Set-up times may vary, but expect at least 1-2 hours per set-up for full band. Artists who book a full 10 hr day will be given 1 hour free set up time. The engineer will take a break for 10 minutes every 2 hours to stretch and alleviate ear fatigue, and one 30 minute meal break every 5 hours.

Exhibit B

RATES AND CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE, BUT ANY SUCH CHANGE WILL NOT APPLY TO ANY CONTRACT CURRENTLY IN EFFECT.

Studio Rates:

350 EUR per 10 hour day

35 EUR per hour (4-hour minimum)

40 EUR per hour of overtime

Tape:

1" Tape Hire (6 months) 69 EUR per reel

1" Tape Buy 140 EUR per reel

1/4" Tape Hire (6 months) 7 EUR per reel

1/4" Tape Buy 25 EUR per reel

Additional Charges:

The following equipment is not included in the Studio's standard rates. Use of this equipment will incur additional charges at the following rates:- Pianotuning

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Supplies and Consumables

Supplies and consumables include CDs, DVDs, Hard Drives, etc. These items will be charged out as follows:

- CD's = 1 EUR each
- DVD's = 2 EUR each
- Hard Drives- TBD
- Flash Drives- TBD

The above prices are for blank media only and do not include time or duplication.

Backups and Storage

- Daily back-up to the studio's hard drives is free during the end of each recording session. Backing up to the artist's storage media will be billed at the hourly studio rate.
- Onsite hard drive storage is free for one month after the last recording session, and 1EUR per gigabyte thereafter, billed weekly in advance. Non-payment for storage will result in permanent deletion of the files. Ongoing projects that are booking time on a regular basis (8 or more hours per month) are not subject to this provision.

Exhibit C

Terms and Conditions of Use of Studio

1. All artists using studio space must behave in a manner that is respectful of the building and equipment, and is considerate of other users of the studio.
2. Noise outside the facility must be kept to a minimum between the hours of 9 AM and 10 PM. If you have a car alarm, you are responsible for making sure that it does not disturb either a recording session in progress or the residents living in the area.
3. If an artist brings equipment into the studio, the artist is solely responsible for the working order of the equipment. The studio reserves the right to refuse to allow the use of such equipment if the studio believes it to be in unsafe condition. A current PAT certificate may be required.
4. Smoking is NOT ALLOWED anywhere within the building *except* in designated *smoking* areas , If you smoke outside the building, do not leave cigarette butts on the grounds.
5. Place trash in the receptacles provided, whether on the grounds and inside the building. Recycle drink bottles, cans and containers in the recycling bins located outside of the studio.
6. Alcohol and/or drug use is strictly prohibited anywhere on the property. Any such behavior by the artist or by the artist's crew or guests will result in immediate termination of the contract and removal of the person(s) from the facility.
7. No beverages of any kind – including water – are to be consumed in the control room or near any equipment.
8. The artist is liable for any and all damage caused by negligence, recklessness, or misconduct of the artist or the artist's crew or guests.
9. The artist is allowed to have up to 2 guests (people not actively involved in the recording session), but the artist is responsible for these guests. If a guest is disruptive to a session, s/he will be asked to leave.

Signature:

the "Studio":

the artist(s):
