



## Private Ear Recording Agreement and Terms of Service

### BILLING INFORMATION

Project Name: \_\_\_\_\_

Client / Contact name: \_\_\_\_\_

email: \_\_\_\_\_

phone number: \_\_\_\_\_

Additional billing information:

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### DEFINITIONS:

Studio: refers to Private Ear Recording located at 52 Gertie St. Winnipeg, MB, Canada.

Client: refers to the person or company named above and on the booking invoice.

### AGREEMENT:

1. Client agrees to pay for studio time at the rate in effect at the time of booking. A specified non-refundable deposit of the total value is required to confirm first-time bookings. Deposits for future bookings are not always required. Rates are subject to change without notice. Minimum session time is two (2) hours.
2. The Studio will provide studio time and the services of a recording engineer for the duration required by the Client (unless instructed otherwise). Any additional services, including, but not be limited to, mixing, mastering, creating additional tracks, and adding to or modifying tracks when done outside the studio time agreed to may require additional fees.
3. Client is responsible for all monies due to Studio, and shall make payment to Studio by cash, e-transfer, cheque, certified cheque or credit card. When payment is made with Credit card via PayPal or Square studio charges half the fees to client. Any additional charges incurred must be paid on the completion of the recording session. Time extensions depend on Studio availability and regular rates apply to all additional Studio time and services, this includes overtime (over the 10 hr day rate). Payment by cheques shall not be considered completed until the cheque has cleared the bank. 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, backup singers or other talent, the client will be responsible for arranging for and paying said talent. If the Client requests the Studio to arrange for session musicians to be at the recording session, the arrangement will be between the musician/ talent and Client unless otherwise arranged. The Studio will not be responsible for the failure of musicians/ talent to show up on time nor for the performance of the musicians. In most cases, payment for such musicians/ talent will be expected at the time of services. The Studio recommends signing a separate agreement with the session musicians/ talent. Exceptions will be made for projects that are working with grants.
5. In the event of cancellation of a recording session or other scheduled service by Client they will forfeit the deposit or pay cost of a 2-hour session if no deposit has been made. Rescheduling can be done at anytime with a penalty determined by the Studio.
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 late arrivals, 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 does not issue refunds after a recording session has been performed and files have been delivered. We make every effort to work with client to deliver the product they expect and want. Studio Rental services are also non refundable.
9. The Studio shall endeavour to secure all property left on premises by Client, but cannot be held responsible for any loss, damage or theft that may occur.
10. The Studio shall not release recording files or copies thereof to the Client or Client's representative until all monies due to Studio have been paid. Exceptions will be made for time sensitive material where arrangements have been made in advance and a signed payment agreement has been submitted. Until full payment has been received the Client's recording files will be left on premises becoming the property of Studio. Upon complete payment of all monies due by Client, the Studio will transfer all recordings and ownership of sound recording copyrights to the Client. All writing copyrights will remain with the author of the work unless another agreement has been made.
11. The Studio will endeavour to backup Client's recording files to another hard drive after each recording session. Onsite hard

drive storage of recording files will be maintained for at least 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 or regular bookings will not be deleted.

12. The Studio shall endeavour to secure all recording files made by the Client, and left or stored on the studio premises, but the Studio cannot be held responsible for loss or damage. In the event of loss to or damage of Client's recording files due to willful negligence, Studio shall be responsible for replacement of no more than the value of the studio time to date devoted to said recording files.
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. Smoking of any type (cigarettes, marijuana type vapes, hookahs) is not allowed in anywhere in the building. Studio reserves the right to cancel the session if smoking occurs during a session without any refund.
15. Client shall be responsible for obtaining all mechanical licenses for music/ content for which the Client does not own the rights. All such licenses must be obtained prior to duplication or replication. It is advantageous to assign ISRC codes for each recorded track, which should be embedded in the digital media when the master is produced. The client shall be responsible for and shall pay the fees for obtaining such codes.
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 agrees to allow its name, photographic image, and/or musical samples to be used on the Studio's website and/or for other promotional purposes. If the client has a privacy requirement that prohibits the use of this material other arrangements will be made. The Studio will not sell or allow downloads of the Client's recordings.
- 18. The Client agrees to credit the Studio, the Producer or Engineer for services provided on published material, digital release of any kind and will not take personal credit for services rendered. Refer to Exhibit A for what to credit and how to credit.**
19. If the client mass produces an album or EP in the form of a compact disc by means of duplication or replication, the Studio requests two (2) copies to be provided to the Studio at no charge. One copy will be displayed at the Studio's prerogative and one copy will be added to the Studio's library.
20. Failure to comply with these terms and conditions 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.
21. 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 Canada. 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.
22. 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. By engaging and receiving services from the Studio, the Client agrees that they have read and understood the terms and conditions of this Agreement and do hereby agree to the provisions.
23. This contract is enforceable whether signed or not if services have been rendered or engaged with the Studio and was received electronically or in print form.

I \_\_\_\_\_ (client or authorized representative of the client) have read and understood the terms and conditions of this agreement on this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

\_\_\_\_\_  
(Signature)

## Exhibit A

### Credits

The Recording studio name is Private Ear Recording

Please do NOT use Private Ear Studios or any other variation

Ensure that you have the correct spelling for everyone being credited. Here is a brief list of possible credits:

#### **Credits for a Song recording** (liner notes and online publication)

Song Title (song length)

Written by

(If all members of the band get writing credit list them all by name) OR Lyrics by (lyricist) Music by (composer)

Record Label

Performers (vocals, percussion, bass, guitars, synths ect)

Arrangement (instrumental or vocal)

Produced by

Band Name and John Paul Peters (sample) **or**

Co-Produced by

Recording Engineer

John Paul Peters (sample)

Mixing Engineer

John Paul Peters (sample)

Mastering by

Recorded at

Private Ear Recording

Don't forget any contractual credits for Publishers, Labels, funding partners as well as Copyrights

For a complete list of possible credits see <https://www.discogs.com/help/creditslist>

