

# *SongSmith Records*

## **Studio Definitions, Rules, Policies, and Procedures**

We want your recording experience at SongSmith Records to be the best possible! In order to do this, the following definitions, rules, policies, and procedures are presented to avoid any confusion or misunderstandings. The contract between SongSmith Records and the party(s) signing the contract requires that the artist/entity/client signing the contract reads, understands, and agrees to the provisions of the “Studio Definitions, Rules, Policies, and Procedures” document, the “Recording Tips and Procedures” document, and the “Contract for Services”. It is further understood that all three documents are a part of the “Contract for Services”. The “Contract for Services” is to be signed, and the deposit paid before any Sessions are booked. (See “Financial Considerations”). These documents are based upon many years of experience and upon standard recording studio practices. We appreciate your business!

### **DEFINITIONS:**

**Artist/Entity/Client:** The party(s), person(s), or entity(s) jointly and/or severally signing the contract. Hereafter called the Client. The Client(s) is/are jointly and severally financially responsible for all costs and fees associated with the Project. The Client pays the Bill. The Client must be over 18 years of age. Parents of minor children may sign for their offspring, thus assuming all requirements of the contract. The Client(s) is/are also jointly and severally financially responsible for any and all actions of any member of his/her Entourage. (See definition below).

**Bill:** The amount of U.S. dollars invoiced to the Client, due upon receipt, at the end of each session booked. Bills will be handed to the Client at the end of each session unless other arrangements are made in advance (“Pay as you go”). SSR may waive this requirement for smaller projects.

**Composition, Arrangements, Lead Sheets, and other Extra Musical Services:** Upon request, SSR may provide musical arrangements (sheet music or charts) for jazz bands, quartets, instruments, vocalists, pianists, etc. SSR may also arrange (with enough advanced notice) for professional musicians to perform on the project. Professional musicians are accustomed to reading sheet music or chord charts, and demand such to save time. They must have the music or charts ahead of time to practice on their own. Any and all extra musicians (or other personnel working for the Client) will be paid to the Musicians directly by the Client, and SSR assumes no responsibility for their remuneration, taxes, withholdings, or employment status. The Client may have to make a separate contract with any “extra” musicians/personnel at his/her discretion. SSR does not “employ” any of the Client’s Entourage. Standard Studio rates

apply to Extra Musical Services provided by SSR. The “Contract for Services” will list any Extra Musical Services requested.

**Cancellations:** Any Session of the Project booked (\$200.00 deposit given) may be cancelled by SSR or the Client for any reason with at least 48 hours advance notice given to the other party with no penalty to either party. Sessions canceled with at least 48 hours notice will be rebooked at a mutually agreed date and time. Failure of the Client to give 48 advanced hours notice of cancellation to SSR will cause the forfeiture of the \$200.00 deposit and require another \$200.00 deposit to be placed with SSR if the Client wishes to continue the Project or any future booked Sessions. All Fees accrued and due to SSR, including any and all Extra Musical Services, are NOT excused by the cancellation of a booked Session or Termination of the Project. Exceptions MAY be granted to the Client from this policy at the sole discretion of SSR only for death in the family, extreme illness, or medical emergency. In the unlikely event that SSR has to cancel a booked session for any reason with less than 48 hours notice, two hours of studio time will be given free to the Client at a mutually agreed time and date.

**Conclusion/Termination/Partial services:** We expect the Conclusion of the Project to be a moment of celebration! Sometimes a Client may wish to do only a portion of a Project at SSR, such as just the raw tracks, just the drum tracks, or just mastering. In this case, the exact scope of the Project and the duties to be performed by SSR will be spelled out by the Client in writing in the Contract before the Deposit is paid. SSR will do exactly and only what the Client requests. Client may Terminate the Project upon payment of all fees due, and SSR will release any and all Data associated with the Project to the Client. This may be at any point in the Project, whether “raw”, “finished”, “mixed”, “mastered”, “final mastered”, or any other status.

**Deposit:** A Deposit of \$200.00, payable to SongSmith Records, is required to book any sessions. The Deposit is applied to the final bill of the Project.

**Engineer:** The person responsible for all SSR equipment, instruments, microphones, cables, media, computers, software, mixers, etc. The Engineer sets up all microphones, plugs in all equipment, checks for all signal flow, sets all recording levels, prepares headphone mixes, and “twists the knobs and moves the faders” at the Producer’s direction. At the request of the Producer, the Engineer may suggest musical ideas as they relate to the technical recording process of the project.

**Entourage:** Anyone associated with the Client and present at SSR. This includes band (orchestra) members, significant others, booking and publishing agents, relatives, “posse”, extra musicians hired for the session, security personnel, managers, A and R personnel, producers, etc. Only those members of the Entourage absolutely necessary for the Session should be at the Session.

**Financial Considerations:** SSR currently charges \$100.00 U.S. per hour for services rendered. A deposit of \$200.00 is required before any studio time is booked. The deposit will be applied to the final Bill generated by the Client and the Project. SSR charges by the hour. The rate will vary depending upon the complexity, scope, and length of the project. The hourly rate is specified in the Contract. All Fees are due and payable at the end of each session booked (“Pay as you go”). SSR accepts cash or check in U.S. Dollars only and will hold the project at SSR until the check clears. SSR does not except credit or debit cards. In this way, the costs of the Project are spread out over the length of time the Project takes, and a large sum of money does not change hands at the end of the Project. Any Fees not paid within fourteen calendar days of the last session will cause the Project to be placed on inactive status until all Fees are paid. After 30 calendar days of non-payment, the Project will be placed on indefinite hold, and finance charges of 1.5% per month (18% annually) will be applied to the outstanding balance of Fees due to SSR. After 180 calendar days of non-payment, all data, including the Sound Recording copyrights in the Project will become the permanent property of SSR, and SSR will use the project as it sees fit, whether to delete, destroy, sell, modify, publish, or anything else without any compensation of any form to the Client. Payment of any and all Fees including collection and court costs, postage, attorney’s fees, etc. are still required of the Client for services rendered, regardless of the length of time of non-payment of Fees. SSR may at its discretion, continue or terminate the Project after all Fees are current. SSR is NOT responsible for any fees due to members of the Client’s Entourage for any services that they may render to the Client while at SSR. Again, **NO PART OR WHOLE OF THE PROJECT IN ANY FORM OR STATUS WILL LEAVE THE SSR PREMISES UNTIL ALL FEES ARE PAID.**

**Intern:** An audio engineering student enrolled in the SSR Education Division. These students are referred to us by “The Recording Connection”, a separate company not affiliated with SSR. An Audio Engineering Intern may or may not be present at any or all sessions to help and/or observe. The services of the Intern will not be billed to the client. The Client agrees that the Intern may be present at any session. They are under the supervision of and report to the SSR Engineer.

**Mediation:** In the unlikely event of any disagreement between SSR and the Client, both parties agree to first negotiate in good faith on their own to resolve the issue. If the issue cannot be solved by the parties alone, the use of a mutually agreed upon Mediator to work out any disagreements will be used. Any cost of mediation will be split 50/50 between the Client and SSR. If the results are not acceptable to either or both parties after mediation, the Client or SSR may then proceed with any litigation. The venue for any and all legal action by either party shall be Tulsa County, State of Oklahoma.

**Producer:** The person(s) responsible for all musical decisions regarding the project. The Producer is NOT the Engineer but directs the Engineer to “twist the knobs and move the

faders". In most cases, the Producer is the Client/Artist, or the Client/Artist's designee. SSR will provide a qualified audio engineer for all Sessions and may suggest (if the Client/Artist/Producer wishes) help in technical musical decisions relating to the project. The Producer is responsible for how the Project sounds and has "final say" in all musical matters and decisions. Any changes, edits, pans, reverbs, volume levels of individual tracks, equalization, compression, pitch correction, delays, etc. on any of the tracks and the final stereo master are the responsibility of the Producer. Usually several different "Masters" are made to test how the Project (CD-R) will sound on different playback systems. It is rare that the first "Master" is the "Final Master". The Producer and Client will need to "sign off" at the conclusion of the Project that the Project was done to his/her satisfaction, and the Client will have to pay all fees associated with the Project before any Final Master CD-R is released to the Client. The Client's utmost satisfaction is the goal of SSR.

**Project:** The services provided to the Client. Two final stereo (or other format specified in the contract) master CD-Rs will be provided to the Client gratis if requested after all fees and costs are paid to SSR and the project is concluded. In addition, the final stereo mixes of the Project will be saved as both an MP3 and a WAV file and uploaded to "Transfer Big Files" for the Client's use as he/she sees fit. **FILES UPLOADED TO TRANSFER BIG FILES SHOULD BE DOWNLOADED AS SOON AS POSSIBLE AS THEY ARE ONLY ACTIVE FOR A FEW DAYS.** Additional CD-Rs will be made available upon request at \$5.00 each. No part or whole of the Project in any form or status will leave the SSR premises until all Fees are paid. The Client is urged to purchase a compatible hard drive and store the entire Project on his/her own hard drive when the Project is finished. Standard Studio Rate (\$100.00 per hour) will be billed for the transfer of files. SSR will NOT guarantee that the project will stay on any storage device or media belonging to SSR and is NOT responsible in any way for loss of the project after the final master CD-Rs are delivered. The Client understands that the files contain data only, and any software, plug-ins, equipment, or education required to play or store the data is the responsibility of the Client. Client is urged to allow SSR to use the best (short) excerpts of the Client's Project on the SSR Website for promotional purposes. No compensation will be provided to the Client for the use of these excerpts. Excerpts will not be complete versions of any part of the project and are usually less than thirty seconds long in MP3 format. A link to the Client's website will be provided free upon request. An initial in the appropriate line on the "Contract for Services" will be required to grant SSR this permission. It is further understood that the Client is responsible for any and all copywrite, licensing, and "work for hire" issues. Any copyright, license fees, or royalty payments due to any other Client(s), Artist(s), or party(s) for their copyrighted work (including "samples") used by the Client are the responsibility of the Client. The Client will "hold harmless" SSR for any action due to any of these violation(s) by the Client.

**Pro Tools:** The state-of-the-art software and hardware used to produce the Client's Project. SSR usually updates software within two weeks of the latest release. SSR currently uses the

latest Pro Tools Ultimate HD by AVID. SSR records at 44.1K, 16 bit. Higher sample rates up to 192K are available upon request up for a small extra charge. (Final stereo master CD-Rs are “bounced” to standard Red Book CD format: 44.1K, 16 bit, in a WAV file unless otherwise requested). No outside audio or video recording devices shall be brought into SSR without the consent of SSR.

**Session:** The mutually agreed upon date(s) and time(s) for the Project to be worked on. This includes but is not limited to: load in time, set up time, microphone choice and placement, tuning, volume level check, signal flow check, headphone mix check, tracking, overdubs, editing, mixing, mastering, bouncing to requested format, file transfer, Project archive to Client’s hard drive(s), etc. Fees charged to the Client accrue from the agreed upon start time and date regardless if the Client or any critical member of the Client’s Entourage are late or not present. Load in starts at the start time. (Drummers may show up 15 minutes early to unload and set up with no charge to the Client). There is a minimum of three (3) hours per session. It is suggested that no more than four hours at a time be booked for recording, because the ears get fatigued. Time used to tear down (put away) any SSR equipment or instruments will not be billed to the Client (Cleanup is on us!).

**SongSmith Records:** The recording studio providing the services requested (hereafter referred to as SSR). SSR will provide access to all equipment, (musical instruments with special permission), microphones, etc. and provide a qualified audio engineer to set up and run all equipment. The Engineer is NOT the Producer (See below). The Client is urged to bring any equipment, instruments, microphones, licensed plug-ins, etc. that they wish to use on the Project. Client may NOT bring in any outside audio or video recording device without the consent of SSR. (SSR equipment list provided upon request). In the unlikely event that any of the Client’s equipment does not perform to the Engineer’s expectations due to hum, noise, RFI, or other issues, SSR will inform the artist and may suggest alternatives. The Client may sign a waiver if he/she insists on using a particular piece of equipment or instrument in the Session questioned by the Engineer. The goal is to have the best product possible for the Client at the lowest possible cost.

**Studio Behavior and Standards:** SSR is in the personal home of Jeff and Robin Smith. We live here. **ABSOLUTELY NO FOOD OR DRINK IS ALLOWED IN THE STUDIO, CONTROL ROOM, VOCAL BOOTH, DRUM ROOM, LIVE ROOM, OR ON STAGE.** The Client’s lounge (“Green room”) may be used for these purposes. SSR has a handicap accessible restroom located in the Client’s lounge. You are welcome to bring your own food and beverage and may use the refrigerator in the Client’s lounge. SSR usually will provide some light snacks and drinks gratis during breaks in the Session. Smoking is NOT allowed anywhere inside SSR. You may use the back patio outside if you need to smoke. Please use the receptacles provided. SSR expects the highest standards of behavior from the Client and his/her Entourage. Any SSR studio equipment, walls, floors, doors, cables, stands,

microphones, headphones, instruments, computers, amplifiers, furnishings, data, software, etc. damaged either accidentally or on purpose by the Client or the Client's Entourage will be billed to the Client for the cost to clean, repair, or replace, (at SSR's option), the damaged item(s). The Session or the Project may be canceled, or rebooked at SSR's sole discretion, with no master CD-R released if equipment is purposely damaged by the Client or his/her Entourage. The deposit will be applied to any damaged items. SSR is **NOT RESPONSIBLE** for any of the Client's or his Entourage's personal equipment, clothing, accessories, or other personal property left at or damaged in any manner by anything or anyone while at SSR. Illicit or "rowdy" behavior, illegal drugs, or their use **WILL NOT BE TOLERATED** at SSR. If a Client or any member of the Client's Entourage behaves in an illicit or rowdy manner, uses or is under the influence of drugs while at SSR, SSR may, at its sole discretion, cancel the session or the entire project, with no master CD-R released. SSR, in its sole discretion, will determine what is illicit or rowdy. Studio time accrued will still be due. No obscene, slanderous, libelous, or sacrilegious projects will be recorded at SSR. SSR, in its sole discretion, will determine what is obscene, slanderous, libelous, or sacrilegious. **IF IN DOUBT, IT IS STRONGLY SUGGESTED THAT THE CLIENT BRING A LYRIC SHEET TO SSR FOR APPROVAL BEFORE BOOKING THE FIRST SESSION OR PAYING THE DEPOSIT.**

**Technical Difficulties, Equipment Failure, Act of God, and Human Error:** Every effort is made by SSR to ensure that the Clients' session starts on time and is extremely productive. To that end, SSR has spent thousands of dollars on equipment, training, and supplies. SSR is constantly testing, improving, and updating its equipment and facilities. Human error, equipment, software, and computer failures, and technical difficulties, (although rare) do happen from time to time and are a fact of life. SSR is not responsible for any fees or charges incurred or demanded by the Client's Entourage as a result of Technical Difficulties, Equipment Failure, and/or Human Error. Client agrees to "hold SSR harmless" any consequences of equipment failure, technical difficulties, human error, or act of God. The Client is responsible for studio time due to SSR due to the Client's Technical Difficulties, Equipment Failure(s), and/or Human Error. SSR may, at its sole discretion, cancel the Session and rebook the Session at a mutually agreed time if Technical Difficulties, Equipment Failure(s), and/or Human Error factors cannot be quickly fixed.

**Work for Hire/Mechanical License Charges/Warrants:** Client agrees to and understands that any music produced by musicians hired by the Client for the Session is generated under "Work for Hire" rules, and such work is the property of the Sound Recording copyright owner. The Client is responsible for any and all Mechanical License Charges, Royalties if any, or other Copyright issues. SSR may secure the Copyrights, Mechanical Reproduction License(s), and other issues for the Client for an additional fee specified in the Contract as an Extra Musical Service. Client warrants that he/she has the right(s) to reproduce any samples used at SSR in any sound recording.