

Recording Session Agreement

Terms and conditions of business made this _____ day of _____, 20____
between the party known as

_____,
hereafter referred to as "COMPANY", and the party known as

_____,
hereafter referred to as "Client",

for a recording session to occur on the date of _____,

during a portion of the hours from _____ to _____,

in the place designated by the Client commonly known as

_____,
The Client is obligated for payment of all monies and/or other compensations due to COMPANY, and shall make base payment in full, as indicated on their invoice/order, before COMPANY may commence work. COMPANY shall be under no obligation or penalty should COMPANY not commence work due to Clients failure to complete this obligation. The Client is obligated for payment of any balance of monies and/or other compensations due to COMPANY within ten (10) days after the recording session end time indicated in this Agreement. The Client may at any time make a request for a recording session to be extended, and if COMPANY agrees, the Client affirms that they are responsible for any additional costs, which could entail, but are not limited to, feeding, lodging, and transportation of COMPANY personnel, and parking or security fees.

The Client affirms that he understands that equipment must be setup before and taken down after the time during which actual recordings can be made, and that this period of setup and takedown is considered part of the recording session. If all parties are in agreement, Client restrictions on the number, noise/lighting generation level, and activity times of personnel engaged in enumerated work under the direction of COMPANY may be imposed. The Client agrees to allow COMPANY at no penalty and without interference no less than one (1) contiguous hour, within thirty-six (36) hours, both before and after the actual recording period to setup or takedown recording equipment. The Client may orally allow additional time at their discretion. The COMPANY agrees to individually follow a Clients desire in regards to cable laying, parking, and storage, if at the COMAPNY's discretion it is deemed that the individual desire will not place an undue burden upon recording session operations. The Client agrees to wholly reimburse COMPANY for any charges, fees, penalizations, damages, or losses associated/incurred with cable laying, and/or parking vehicles, and/or storing equipment, packaging, and other gear for the duration of the entire recording session, which includes the contiguous period from setup start through takedown end.

By countersigning this Agreement, the Client has secured the right to solicit and enter into Agreement with COMPANY for unlimited additional future recording sessions, and if accepted by COMPANY, the to right to record with COMPANY, its heirs, executors, administrators, and assigns or successors in business, for as many sessions as COMPANY is willing and able to accept. This right may not be superseded, abridged, revoked, or otherwise nullified by any future Agreements or Contracts entered into by the Client, except by order of a court of law.

COMPANY agrees to provide the personnel, equipment, and media necessary to produce a master sound recording of the recording session. COMPANY has the option to engage in maintenance, modifications, or repairs, and to supplement or substitute personal, equipment, and media as COMPANY with reasonable justification and prudence sees fit, in the course of the recording session. Within the provisions of this and/or a supplemental Agreement, or a stipulation on the invoice/order, COMPANY may bill the Client for any personnel, equipment, media, or other unspecified services and burdens obtained by, accepted by, or imposed upon, COMPANY for the recording session. Unless specified in a separate Agreement or the order/invoice, COMPANY has the right, without penalty, to refuse any offered or dictated personnel, equipment, media, services, food, lodging, gifts, recognitions, publicity, or other unspecified supplements or substitutions provided by the Client, the designated place for recording, or other parties either involved with, or separate from, the Client.

COMPANY expects a plugable source of quality 110V AC electricity of sufficient amperage to be provided at no cost to COMPANY for COMPANY's use during the entire recording session, and COMPANY shall be under no obligations to begin, continue, or complete any work, without penalty or reimbursement to Client, if suitable electricity is not provided or is cut off for any reason.

The logistics of setup, deployment, operation, and takedown of recording equipment and media shall be the responsibility of COMPANY. The Client affirms that he understands that movement, deployment, and operation of recording equipment and their associated cables and support gear produce a potential safety hazard and source of damage, and that the Client, and not COMPANY, shall be held liable for any costs, penalties, reimbursements, usage fees, compensations, lawsuits, accidents, or any other expenses and impositions incurred by the recording session or the presence of the COMPANY's recording equipment, packaging, transportation vehicles, personnel, or other gear at the recording session.

COMPANY shall endeavor not to intentionally damage or abuse the Clients musical instruments, electronic equipment, electrical systems, or the place designated by the Client for the recording session. COMPANY however expects permission to deploy and operate all recording equipment it deems necessary within the designated place and upon the Clients musical instruments and/or the facilities surfaces, and COMPANY shall not be held liable for any damages incurred.

A recording requires concentration from the operator, and so the Client agrees to provide and remunerate for any necessary security, environmental safety, life support, emergency treatment or transport, evacuation, damage protection, and theft protection of COMPANY's equipment, packaging, transportation vehicles, personnel, and other gear during the entire recording session, and COMPANY may, without penalty or reimbursement to Client, not begin or cease work, and/or remove equipment and personnel, should COMPANY deem the Clients efforts or contingencies in this regard to be unsatisfactory. The Client shall be held liable for quick settlement to COMPANY for any loss, damage, or injury to COMPANY's owned, rented, leased, or loaned equipment, packaging, vehicles, personnel, or other gear and reputation during the recording session, regardless of the vigilance, or lack thereof, of COMPANY's personnel.

The Client in good faith agrees not to abuse or harass COMPANY's recording equipment or personnel, or allow or encourage others to do so, and agrees to follow any safety and operating procedures outlined by COMPANY's personnel and documentation. The COMPANY may refuse without penalty or justification motion or still pictorial capturing of any of its personnel or assets, either wholly or in part, during any part of the recording session, from setup through takedown. The Client is responsible for not allowing any person or entity to interfere with the legal rights of personnel, including sub-contractors, under the control of COMPANY, granted by Federal, State, and other regulation, including the rights of personnel to work breaks and access to gender appropriate sanitary facilities during a session.

The Client agrees to follow any instructions given by COMPANY's personnel in regards to safety, handling, positioning, tone, and volume, and agrees to allow COMPANY the final choice in the equipment and methods used for recording the Client. The Client may suggest, but agrees to not impose, any restrictions on equipment construct, sizes, shapes, textures, sounds, odors, colors, lights, or labels and their visibility or lack thereof, or whether and how such equipment is owned, rented, loaned, or otherwise placed into the services of COMPANY. COMPANY shall be under no obligation to continue or complete any work, and may remove equipment and personnel, without penalty or reimbursement to Client, should COMPANY deem the Client is not cooperating in this endeavor.

Recording equipment, personnel, and other gear must always be kept within a specific environmental range, including temperature, lighting, and humidity, and protected from contamination. Whenever COMPANY deems such conditions are outside this range, COMPANY shall be under no obligation to continue or complete any work, and may remove equipment and personnel from the environment or source of contamination without penalty or reimbursement to the Client.

COMPANY agrees to make a good faith effort to appear at the designated time and place of recording, but if COMPANY fails to appear or appears late for any reason, unintentional or otherwise, no penalty shall be imposed upon COMPANY except for the requirement to reimburse the Clients pre-payment for the percentage, if any, of recording session not provided, as indicated on their invoice/order, within thirty (30) days after the end time indicated in this Agreement. COMPANY is under no obligation to reimburse the Client in the event of a delayed access or lock-out from the place of recording by the Client, the facility security measures, order of a civil authority, civil unrest, or act of God.

The Client may cancel a recording session, if notice is given COMPANY in writing, without penalty up to forty-eight (48) hours prior to the recording session start time indicated in this Agreement, and COMPANY will refund any prepayment for the canceled recording session within thirty (30) days after the recording session end time indicated in this Agreement. A no-show or cancellation of the recording session by the Client less than forty-eight (48) hours prior to the recording session start time indicated in this Agreement forfeits the Clients refund. The Client may prematurely terminate the recording session, but the Client will still be liable for payment in full and reimbursement of expenses to COMPANY, as indicated on their invoice/order and in this Agreement, and the Client must also permit takedown time as indicated in this Agreement.

The Client affirms that for the date and time within the designated place, as indicated in this Agreement, that the Client will have secured full permission to have a sound recording made. If any delays or penalties may occur due to the failure to obtain said permissions, whether unintentional or not, COMPANY shall be held blameless, and all culpability and responsibility for compensation and resolution of penalties or lawsuits shall rest solely upon the Client. COMPANY shall be under no obligation to continue or complete any work, and may remove equipment and personnel from the designated place for the recording session, without penalty or reimbursement to Client, if COMPANY should discover that permission for the recording session has not been fully granted or has been revoked, or if a scheduling conflict has occurred, for the designated place of the recording session. COMPANY is under no obligation or expectation to clean or restore the designated place before, during, or after, the recording session, nor shall COMPANY be penalized or charged for cleaning. COMPANY's personnel or equipment may choose to comply, but shall be under no obligation of dress code or conduct, or obligation to either hide or make plainly visible their roles or presence.

Unless otherwise stipulated in this or a separate Agreement, or the invoice/order, the Client, and not COMPANY, shall be wholly responsible for compensation of musicians, their guild/union, and other unspecified personnel and organizations as required by law, contract, or agreement, used during the recording session. Unless otherwise stipulated in this or a separate Agreement, or the invoice/order, the Client, and not COMPANY, shall be wholly responsible for compensation for the use of musical instruments, recording venue, and other unspecified physical items as required by law, contract, or agreement, used during the recording session.

By countersigning this Agreement, the Client warrants that they will only use musical and/or lyrical works or their derivatives during the recording session whose permission for use has been granted to the Client by the copyright holder(s) or their designated agent(s), or which is not under copyright protection. Total responsibility for royalty payments or other contractual agreements with a copyright holder or their designated agent, including that of material incidentally captured by COMPANY, shall reside with the Client, their heirs, executors, administrators, and assigns or successors in business, and they agree to indemnify COMPANY against any legal costs, now and in the future, that COMPANY may suffer through any breach of these warranties.

The Client agrees to allow COMPANY the option to make a master recording of the recording session, and gives to COMPANY absolute priority over all other parties performing similar tasks at the recording session. COMPANY shall be under no obligation to start, continue, or complete any work, and may remove equipment and personnel from the designated place for the recording session, without penalty or reimbursement to Client, if COMPANY should be restricted or prevented from exercising absolute priority over any other parties performing similar tasks at the recording session.

The Client is under no obligation to produce any sounds or electronic signals during the recording session. COMPANY has the right without penalty or censorship to capture, record, monitor, or retransmit or play back with or without redaction or editing, within the context of recording, any sounds or electronic signals emitted during the recording session, whether by the Client or any other person, animal, vegetable, or object, that may fall upon sound or signal capturing equipment, whether intentional or not. COMPANY has the right to keep any such sounds or electronic signals as legitimate content of a master recording made of the recording session. The Client, and not COMPANY, shall be held liable for any costs, penalties, reimbursements, usage fees, compensations, lawsuits, or any other expenses and impositions incurred by the capturing, recording, monitoring, or retransmitting or playing back within the context of recording, any sounds or electronic signals emitted during the recording session, whether their emission was intentional or not.

The Client affirms that he has entered into this Agreement for the privilege of providing COMPANY with the opportunity to create a Master Recording of the Client, and that any prior quotes or outlines made by COMPANY to the Client were only estimates or process assumptions. During the recording session, COMPANY shall have the exclusive rights and have/acquire immediate full property ownership to any physical media containing any portion of any master recording made by COMPANY at/of the recording session, and to the master recordings content and the contents copies or derivatives, and such rights and ownership shall continue after the recording session end time indicated in this Agreement, until revoked or transferred by COMPANY, its heirs, executors, administrators, and assigns or successors in business. No party may tap into COMPANY's capturing, recording, or monitoring chain for this recording session without express written permission by COMPANY or its duly authorized agent.

By countersigning this Agreement, the Client has secured the right to solicit and enter into Agreement with COMPANY, its heirs, executors, administrators, and assigns or successors in business, to reproduce in a new recording session a derivative of material recorded onto any master recording that may be made at this recording session. This right may not be superseded, abridged, revoked, or otherwise nullified by any future Agreements or Contracts entered into by the Client, except by order of a court of law.

This Agreement, any contemporaneous supplemental Agreements to this Agreement, and any Terms and Conditions of Business accompanied by an invoice or order form, constitutes the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Each party agrees to do all such things, take all such actions and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Agreement.

To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa, and (b) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities.

Each other party to this Agreement agrees to indemnify COMPANY's party and hold it harmless, from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) attributable, directly or indirectly, to the breach by such indemnifying party of any obligation hereunder or the inaccuracy of any representation or warranty made by such indemnifying party herein or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby. In the event that COMPANY's party receives notice of a claim against which it is entitled to indemnification pursuant to this section, such party shall promptly give notice thereof to the other party to this Agreement. The party obligated to indemnify shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend with counsel of its own choosing approved by the other party (which approval shall not be unreasonably withheld or delayed); provided, however, if the party being indemnified determines that counsel chosen by the indemnifying party has a conflict of interest, then the indemnified party shall be entitled to select and appoint such defense counsel, at the sole cost and expense of the indemnifying party. In the event the party obligated to indemnify fails to properly and effectively defend such claim, then the party entitled to indemnification may defend such claim with counsel of its own choosing at the expense of the party obligated to indemnify.

Except as expressly provided herein, each party to this Agreement shall pay his or its own costs and expenses related to the transaction contemplated, including, but not limited to, all attorneys' fees.

Any of the parties hereto may in writing waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other parties from the performance of any of its other obligations under this Agreement unless otherwise provided herein or in such written waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach of the same or any other covenant or condition of this Agreement.

The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

This Agreement shall be binding on the heirs, executors, administrators and assigns or successors in business of the respective parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the date indicated below:

COMPANY:

By: _____

Printed Name: _____

Date: _____

The Client:

By: _____

Printed Name: _____

Date: _____