

**for you to print out**

Recording Studio Time Order  
Contract

ARTIST: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

ADDRESS: \_\_\_\_\_ Postal Code \_\_\_\_\_

LABEL: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

ADDRESS: \_\_\_\_\_ Postal Code \_\_\_\_\_

1. Artist agrees to pay to Kramer Sound Studio® an hourly rate for the recording, mixing and mastering time of Artist's music and the providing of engineers contracted for by Kramer Sound Studio® in operating said recording equipment. Artist agrees to pay Kramer Sound Studio® as follows (choose one):

\_\_\_\_ \$40.00 per hour standard rate

\_\_\_\_ \$30.00 per hour special 25 hour block rate

2. Artist agrees to pay to Kramer Sound Studio® for supplies as set forth by the studio's current Price list, a copy of which is attached hereto.

3. The initial recording session is scheduled for \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ o'clock  
\_\_M.

4. Amount of deposit required to book session: \$\_\_\_\_\_.

5. This agreement subject to the "General Terms and Conditions" being part of the Price List attached hereto

Signed and effective as of \_\_\_\_\_, 20\_\_

Kramer Sound Studio®

By: \_\_\_\_\_

Peter & Rebecca Kramer Business Owners

**ARTIST:**

By: \_\_\_\_\_

**LABEL:**

By: \_\_\_\_\_

**General Terms & Conditions**

**Payment Terms:** Kramer Sound Studio® will accept cash, check (with proper ID), in payment for your deposit and recording costs. An advance deposit of twenty-five (25%) of the expected cost is required to book the studio, unless the 25 hour block for \$30.00 per hour package is chosen. If the 25 hour package for \$30.00 per hour is chosen, a non-refundable deposit of \$750.00 is required. Seventy-two (72) hours, or more, advance notice of cancellation will result in a refund of your deposit, (if other than the 25 hour block rate package), less a 10% cancellation fee. If less than seventy-two (72) hours notice of cancellation is given, you forfeit your deposit. If the 25 hour package is chosen, no refund will be made; however, the retainer will be applied to the rescheduled session, less a charge of 20% if cancelled with less than 72 hours notice. Balance is due upon conclusion of each session unless otherwise agreed upon. In the event any money is due to Kramer Sound Studio® upon conclusion of the recording services contemplated by this Recording Agreement, Artist shall pay same, in full, prior to release of any CD's, master, mixdown or otherwise, by Kramer Sound Studio® to Artist. For this purpose, Kramer Sound Studio® retains a possessory lien in any such CD,s, master, mixdown, or otherwise, and shall be entitled to maintain custody and possession of same, until such time as all sums due under this recording contract have been paid in full.

**Place for Payment:** Any and all sum due and payable under this Recording Agreement are payable to Kramer Sound Studio.

**Recording Studio Credit:** Artist agrees to give credit, upon any distribution of the recording made at Kramer Sound Studio®, as follows: "Recorded at Kramer Sound Studio®, Hamilton, Ontario" with appropriate credit to the engineers involved.

**Confidentiality:** Artist and Kramer Sound Studio® agree that under no circumstances, provided that Artist so elects, will any copies, recordings, tapes, programs, sequences or record of Artist's performance or music remain in possession of Kramer Sound Studio®

upon payment in full of agreed final charges. Due to the proprietary nature of Artist's music, arrangements, programs, sequences and performances, there shall be complete privacy and confidentiality regarding any and all of Artist's material of whatever kind or nature. If Artist and Kramer Sound Studio® agree otherwise, such agreement shall be written and signed by both parties.

**Indemnification:** Artist agrees to indemnify and hold harmless Kramer Sound Studio® from any copyright or trademark infringements which may be asserted in any court of law, Provincial or Federal, resulting from the recording and distribution of any music from Kramer Sound Studio® by Artist, and further represents that Artist has obtained, or will obtain, prior to release and distribution, full authority of the appropriate copyright owner(s) to record and distribute the music recorded at Kramer Sound Studio®.

**Limitation of Liability:** Kramer Sound Studio® cannot, does not and will not warrant the ultimate quality of the music recorded by Artist, because ultimately such quality depends on the talents and performance of the Artist. However, Kramer Sound Studio® does warrant that the facilities, equipment, goods and services of Kramer Sound Studio® are fit for the purposes of professional recording, and that all equipment, goods, work and services provided by Kramer Sound Studio® or its agents, will be of good and merchantable quality and good workmanlike quality. Artist acknowledges that, except as provided herein, there are no warranties, expressed or implied.

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For promotional purposes only Kramer Sound Studio® requests signed permission of Artist to allow Kramer Sound Studio® to publish 30 second samples of selected Artists on the KramerSoundStudio.com website.

I the Artist(s) give permission to Kramer Sound Studio® to publish 30 second samples of recordings made at Kramer Sound Studio® for studio advertising and promotional purposes.

Artist(s) Signatures:

Witness:

Date:

I the Artist(s) DO NOT give permission to Kramer Sound Studio® to publish 30 second samples of recordings made at Kramer Sound Studio® for studio advertising and promotional purposes.

Artist(s) Signatures:

Witness:

Date: