



Studio Recording Agreement

This Studio Recording Agreement (“Agreement”) is entered into between bds-Covered, with its principal place of business at 4196 Miley Lane, Hahira, Georgia, 31632 (the “Company”) and (Artist/Band/Group name) _____ (the “Party”).

The parties agree as follows:

1. Services

(a) The Company will provide the services (the “Services”) set out on Exhibit A (attached hereto and made a part hereof) of this Agreement.

(b) The Party understands there will be additional fees for any additional services not listed on Exhibit A that are provided by the Company at the Party’s request.

(c) The Party understands the rate quoted for the Services includes the services of the Company’s designated engineers only and no other individual may perform the Services with the Company’s equipment.

2. Payment

(a) The Party agrees to pay for the Services at the applicable rates set out on Exhibit A.

(b) Once the Party has approved a track, mix or master, there will be an additional charge for any change to that track, mix or master.

(c) The Party will pay the Company a deposit of _____ percent of the estimated total charges set out on Exhibit A at the time of booking and the remaining balance upon completion of the Services. Studio time will not be officially reserved until the deposit is paid. Any additional charges for optional equipment, supplies, consumables, hospitality services or any other items will be added to the final invoice.

(d) Invoices are due and payable upon receipt and become overdue fifteen days after receipt. If Party fails to pay an invoice on time, Party agrees to pay the Company’s actual expenses, including attorney’s fees, associated with any collection proceedings.

(e) The Company retains ownership of all tracks, mixes and masters created under this Agreement and will not release ownership to Party until all payments of final invoice are paid in full.

(f) In the event of cancellation of a recording session or other scheduled Service by the Party, Party will be responsible for twenty percent (20%) of the cost of such recording session or Service, if cancellation occurs within 48 hours of the scheduled recording session or Service.

3. Company Responsibilities

- (a) The Company agrees that it will provide all recording equipment in good working order and provide personnel to set up and operate all recording equipment to fulfill all Services.
- (b) The Company agrees to maintain safe and clean facilities.
- (c) The Company will ensure Party's privacy and confidentiality of sessions as requested by Party.

4. Party Responsibilities

- (a) The Party agrees to make all payments when due.
- (b) The Party agrees to pay all "Work for Hire" artists/musicians directly and are responsible for any and all contracts associated with "Work for Hire" artists/musicians.
- (c) The Party agrees to pay for any and all damage caused by Party's personnel or guests, other than normal wear and tear, to equipment, facilities, common areas, building or grounds.
- (d) The Party's personnel agree to abide by and enforce upon any guests the Terms and Conditions of Studio Use set forth in Exhibit B (Terms and Conditions of Studio Use).

5. Termination

If Party fails to comply with any of its responsibilities set forth above, the Company may terminate this Agreement and retain any amounts paid by Party prior to such termination.

6. Loss or Damage

- (a) The Company shall use reasonable efforts to secure all recording media belonging to the Party within the studio. In the event of loss to or damage of Party's recording media due to willful negligence or equipment malfunction by the Company, the Company shall be responsible for replacement of the studio time or Services to date devoted to said recording media.
- (b) The Party is solely responsible for all personal property belonging to the Party or Party's guests. The Company will not be liable for any loss or damage of any such property.
- (c) The Party shall be responsible for any loss or damage to studio property caused by the Party, Party's employees, guests, invitees or agents acting under Party's instruction, as a result of misuse, negligence, carelessness or willful misconduct.

7. Rights to Name and Likeness of Party

Party will permit the use of Party's likeness or other identifying characteristics by Company for the promotion of bds-Covered. The Company will have the right to the use of Party's name, voice, likeness, sound and similar characteristics for the purpose of advertising and promoting the studio and/or label.

8. Acceptance of Media

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

12. Representations

Both Party and Company represent that they have full capacity and authority to grant all rights and assume all obligations which they have granted and assumed by virtue of executing this agreement.

13. Notice of Breach

Neither party will be deemed to be in breach of this Agreement until it has received notice of the supposed breach from the other party. The party charged with breach of the Agreement will have 21 days from the date of receiving notice in which to either cure the claimed breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been explained or cured within 21 days from the date on which the party received notice of breach, the non-breaching party may terminate this Agreement.

14. Notices

All notices to the parties will be in writing and will be sent to the address of the party stated at the end of this Agreement by overnight mail.

15. Governing Law

This Agreement will be governed in all respect by the law of the State of Georgia and/or Lowndes County, Georgia.

16. Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

17. Amendments

This Agreement may be amended by the parties only by a written agreement.

18. Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees.

19. Headings

The headings are inserted for convenience in reference only and are not intended by the parties to be part of or to affect the meaning or interpretation of this Agreement.

20. Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the parties claimed to have waived or consented.

21. Additional Documents

Each party must execute all additional documents and take all actions as are reasonably requested by the other parties in order to complete or confirm the transactions contemplated by this Agreement.

25. Successors and Assigns

This Agreement shall be binding upon the parties' heirs, assigns, successors-in-interest, executors, administrators, and any other persons or entities acquiring an interest through transfer, conveyance, succession, or inheritance, as may be permitted herein.

This Agreement executed with the intent on being legally bound by the following:

_____	_____
Name (Print)	Date
_____	_____
Signature	Street Address

	City, State, ZIP

_____	_____
Name (Print)	Date
_____	_____
Signature	Street Address

	City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP



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Exhibit A - Services

Services to be rendered under Agreement dated _____ between bds-Covered (the "Company") and _____ (the "Party").

Service/Item	Description/Date	Hours/Quantity	Unit Price	Total
			Total	

Notes:



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Exhibit B – Terms and Conditions of Studio Use

Exhibit B to be adhered to under Agreement dated _____ between bds-Covered (the “Company”) and _____ (the “Party”).

All Artists, Bands and or Groups using bds-Covered studio space must behave in a manner that is respectful of the building, equipment and personnel at all times.

Noise outside the studio facility must be kept to a minimum at all times. This includes turning off all phone ringers, car alarms, car stereos and any other noise emitting item that may interfere with a recording session.

All cell phones **MUST** be turned off or placed in airplane mode while inside the studio or in the immediate area outside the facility.

Smoking is not allowed anywhere within the facility, including bathrooms. Smoking is permitted outside the studio or inside the back-patio area. Ensure all cigarette butts are disposed of properly and not left on the ground.

Artists, Band/Group members and/or their guests are not allowed to bring or be under the influence of any illegal controlled substance or alcoholic beverage during recording sessions. Drug use is **STRICTLY PROHIBITED** anywhere on the property. Any such behavior by the artist, band/group member or their guests will result in immediate termination of the contract and removal of the person(s) from the property.

Artists and Band/Group members are allowed to have up to one guest (individual not actively involved in the recording session), but guests are **NOT ALLOWED** to be in the studio during actual (“Hot”) recording. Artists and Band/Group members are liable for any and all damage caused by negligence, recklessness or misconduct of themselves and their guests.

Notes:
