



Session Contract

Agreement

This agreement is made and entered into as of this: ___ day of 2017, between Ryan Mey, Audio Engineer, herein referred to as "Engineer" and _____ herein referred to as "The Client".

1. The Client agrees to pay for the service, at the rate in effect at the time of booking. The nonrefundable total balance is required at the first day of service. Rates are subject to change without notice and vary based on the type of project. Minimum booking is two (2) hours for recording services. Standard hours of studio operation is 9-hours a day.
2. The Client can request block pricing, which enables the Client to make payments per session until the total balance has been fulfilled by the end booked date. This must be discussed in advanced with the Engineer.
3. The recording session is booked in advance with both parties agreeing upon all dates and is priced at the per song rate. If additional dates are requested after the original booked dates, a day rate is set in affect, per the rate card. If the Engineer is booked out for several months at a time and the Client wishes to book for the other remaining months, a 25% deposit of the total cost (based on amount of songs) is required in order to "lock-in" the Clients date(s).
4. The Engineer will provide studio time and the services of a recording engineer for the duration required by the Client. All future recording time will be charged at the rate in effect at the time of the booking. All full service projects include; tracking, editing, mixing, mastering. All projects performed outside the scope of this project, agree to the required fee based on the type of project i.e. mixing, mastering, ADR, post etc.
5. Mix revisions, if requested, are to happen within 72 hours of receiving the file(s). No more time is given therefore after. The Client should listen to their provided file(s) and make the appropriate changes within the time given. After 72 hours has passed and the Engineer has not been provided with revisions from the Client, the file is considered finalized and you will have to pay per fix requested per the rate card.
6. Mixing different versions of the same song (edited version, performance version, explicit version, etc.) will be charged as an additional fee. Each additional mix is charged separately.
7. There is no smoking in-studio. Cigarettes are allowed outside only near the end of the property. Any recreational drug is strictly prohibited. Please dispose of all cigarette butts in container provided outside, not in the yard.
8. There is an attached lounge to the control room for your convenience. You may bring your own food and beverages and/or you may order food to be delivered. Food and drink must be kept away from all equipment and rack unit. All trash is to be properly disposed of.
9. The Client is responsible for all payments due to the Engineer, and shall make the payment to Ryan Mey by cash, personal check, or PayPal. The email for PayPal payment is rjmrecordings@hotmail.com. Any additional charges that occur must be paid at the completion of the recording session. Payment by check shall not be considered completed until the check has cleared the bank. Any check returned for insufficient funds will incur an additional fee of fifty

dollars (\$50). The client is responsible for any and all legal costs and attorney's fees required to collect payment for any services rendered.

- 10. The Client will not receive any finalized materials until the completion of the payment.
- 11. If any property of the Engineer is stolen, the current session and all future projects will cease. The laws of the State of Michigan shall govern this contract; any resulting arbitration shall take place within Kent County, Michigan. Client assumes responsibility for all collection costs and legal fees incurred by the Engineer, should enforcement of this contract become necessary. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision in this agreement shall not constitute a waiver of any other portion or provision of this agreement.
- 12. Engineer reserves the right to withhold equipment from the client and disregard any future projects requested by the client if an outstanding unpaid balance occurs.
- 13. If Client requires the service of session musicians or backup singers, the Client will be responsible for arranging said musicians or singers. Engineer will not be responsible for the failure of musicians to show up on time nor for the performance of the musicians.
- 14. In the event of cancellation of a recording session by the Client, you will need to provide 24-hour notice.
- 15. The client will have a 30-minute grace period from the scheduled start time of the session, if the Client does not communicate the whereabouts after the 30 -minute period, the Engineer will close the studio and consider your session cancelled. If this happens, your session time is also made available for re-booking to other clients.
- 16. If Engineer must cancel a session due to illness or other reasonable cause, such as acts of God, Engineer will make every effort to reschedule the session for the earliest available time consistent with the needs of both parties.
- 17. All Client(s) are required to be present at the scheduled session time, unless otherwise stated by the Engineer.
- 18. Studio time includes setup time; break down time, and any breaks taken by the Client(s) or Engineer.
- 19. Engineer will use their sole professional judgment and discretion when mixing the final media. Client will be given a 1-hour mixing session for each song/project, unless more time was included at Engineer's discretion, per rate card. Client may request further changes for additional charges, per rate card. Client may also request additional studio time, per rate card.

Session Date(s): ____ / ____ / ____ - ____ / ____ / ____

Signature/Date

Client(s) Full Name(s)_____

Engineer_____