



## Evergroove Policies

The following policies apply to any and all recording artists or clients (referred to as “client” or “you”) working with Evergroove Studio (referred to as “Evergroove”, “engineer”, “we”, or “studio”). The client must sign the following policies before recording will begin. This is to protect both Evergroove and the client. By signing these policies, the client agrees to follow them.

### Studio Rules

Absolutely, under no circumstances is any food or liquids allowed on or near the equipment, especially the console. Anyone leaving food or drinks on or near the equipment that results in damage to the equipment will be fully responsible for the repair or replacement of that equipment.

No illegal mind altering substances are allowed on the premises.

Evergroove is a smoke-free facility. Smoking is permitted in designated areas outside.

Any damage done to the studio or contents of the studio (including people) are the full financial responsibility of the party who caused the damage.

### Estimates

We highly recommend you discuss your project requirements and desires with your recording engineer before the beginning of the project. You may request a written estimate to ensure everyone is in agreement to the project parameters.

Although we will do everything we can to stay within the limits of your budget and project desires, estimates are exactly that: estimates. Unforeseen changes in a project can occur that can alter the time spent on a project. Please be aware of this when requesting changes to your project.

### Scheduling/Booking

A 50% deposit is required to fully reserve your session time. Deposits are due within 48 hours of the scheduled session.

Evergroove reserves the right to cancel unsecured (unpaid deposit) sessions without notice.

Cancellations or changes to a reserved session must be made within 48 hours of the session.

You must pay for any outstanding balance in full before subsequent hours can be booked.

### Overtime

No session shall extend longer than 10 straight hours. The engineer has the sole discretion to continue the session beyond this period; the client will be billed at the regular hourly rate + 30% for this service.

Initials \_\_\_\_\_

Date \_\_\_\_\_

## Payment

50% down is due at time of scheduling, no later than 48 hours before session start time. 50% of the down payment (cost of 25% of scheduled session) may be non-refundable, at the studio's discretion, if the session is cancelled or rescheduled less than 48 hours before the session is scheduled to begin. Full payment is required to receive any product (even an electronic file).

Payment may be made in the form of cash, money order, checks, or Paypal. Barter payment will also be considered ... just ask!. Returned checks or overdrawn funds will incur a \$50 returned check fee and the fund recovery process may be turned over to a collections agency.

All materials related to the session, such as audio files, CDs, etc. are the property of Evergroove Studio until the invoice is paid in full.

## Billing

Billable time starts the moment the scheduled session begins, whether or not the client is present.

Time is billed in full hour blocks. Any portion of a billable hour is billed as a full hour.

Billable time ends when the session is over. The session is over when any discussion, recording, mixing, or other related session work stops.

The studio/engineer rate includes all equipment in Evergroove Studio on the day of the session. This does not include gear/equipment owned by third parties such as visiting engineers or other artists', demo gear, or rental gear not paid for by you.

## Breaks

The engineer is allowed a one-hour break (or one hour's worth of multiple breaks), plus two 15 minute breaks, at the engineer's discretion, at any time during a 10-hour (one day) session. Breaks may also be taken at your discretion. Breaks are included as billable time.

## Rental Equipment

Should you require a particular piece of gear, we will make out best effort to rent it. The cost of the rental (plus the rental company's cartage/delivery fee, or Evergroove's \$25 cartage fee, which ever is used) will be included in the bill.

You may also opt to pick up the equipment yourself, with the understanding that if the equipment is not on site at the time of the booked session, the studio is not responsible and you will need to book additional time if you require that equipment for your session.

## Equipment/Stock Left on Site

Evergroove does not assume liability for damage or loss of *any* equipment left on site. It is the client's responsibility to acquire adequate insurance for their equipment and any rental equipment. All items not claimed within thirty days will be considered abandoned and become the property of the studio.

## Down Time/Repair Time

Technical issues arise from time to time. The billing clock will stop if down time exceeds 15 minutes. Depending on the situation, the engineer may offer to end the session early and reschedule (with no financial ramifications to the artist), or ask the artist to take an "off the clock" break until the repairs are complete.

Initials \_\_\_\_\_

Date \_\_\_\_\_

## Recording Media

Evergroove can provide audio files on CD, via email, or via the Evergroove website as necessary for review. Please discuss your preferences with the engineer by the end of the session. However we do *not* offer replication/duplication services.

Session files, including raw tracks and the approved final mix, will be provided on a master CD or DVD to the artist at the end of the project (provided final payment has been made). Evergroove is *not* responsible for archiving your project, and it is Evergroove’s sole discretion whether or not to save the project files after the project is complete.

## Copyrights and Recorded Music

You *must* own the copyright, or have secured the rights, to record any copyrighted work with Evergroove Studio. This includes, but is not limited to: samples, loops, lyrics, riffs, melodies, songs, etc. *By signing this agreement, you release Evergroove or any and all liability and responsibility in relation to any and all copyrighted works you choose to perform and/or record.*

## Performance and Perfection

Evergroove Studio will do it’s very best to record your performance as accurately as possible. We use gear, set-ups, and techniques recognized as industry-standard to ensure that what goes into the microphone is recorded as it is performed. That being said, we are not be responsible for poor performances. A poor recording due to poor performance or equipment use on your part is solely your responsibility.

Evergroove Studio will also do it’s very best, within reason, to make you happy with your final product. If you decide that you are unhappy with the recording after it has been finalized and approved by you, you will need to book additional time to make any changes.

Evergroove Representative \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_ Position \_\_\_\_\_

Artist Representative \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_ Artist/Band Name \_\_\_\_\_

Artist \_\_\_\_\_ Print name \_\_\_\_\_

Artist \_\_\_\_\_ Print name \_\_\_\_\_

Artist \_\_\_\_\_ Print name \_\_\_\_\_

Artist \_\_\_\_\_ Print name \_\_\_\_\_

Artist \_\_\_\_\_ Print name \_\_\_\_\_