

**MAGNETIC WEST PRODUCTIONS &
BLUE CROW PRODUCTIONS LLC
dba NIGHTSOUND STUDIOS**

116C West Main St. Carrboro, NC 27510 Phone: (919) 967-5775 email: info@nightsound.com

STUDIO AGREEMENT

For the consideration recited below, this Agreement is entered into by and between Blue Crow Productions, LLC, d/b/a Nightsound Studios ("Nightsound"),
The ENGINEER _____,
and The CLIENT _____,
as of this day _____, 20 ____.

The Client desires to have Nightsound and its Engineer record their audio and prepare a digital audio, data, or CD file of that audio (the "project" and "sessions").

Therefore, in exchange for the following mutually-valuable consideration as described herein, the parties agree to be bound by the following terms:

Scheduling and set up

1. Session times to be agreed upon in advance between the client & the studio manager.
2. All sessions are a minimum of two (2) hours.
3. The session clock begins when the Engineer starts using equipment for the session.
4. At the discretion of the Engineer or Nightsound, the session can be rescheduled.

Deposit and Payment

5. Client will pay one half of the time booked prior to the session in order to book time on the studio calendar. Without a deposit paid, the session is considered tentative and not officially booked.
6. The Engineer will provide a receipt for any payment by the client upon client's request.
7. Payments and deposits made shall be non-refundable.
8. The hourly rate shall be fifty dollars (\$50.00) per hour or part thereof (unless otherwise agreed upon with the studio owner)

Late arrivals and Cancellations by Client

9. Clients arriving within fifteen (15) minutes of agreed start time will be charged from the time of arrival.
10. Clients arriving more than fifteen (15) minutes late for a session will be charged from the prearranged start time to the actual end of the session, subject to the two (2) hour minimum.

Late arrivals and Cancellations by Engineer

11. Engineer can cancel a session if the client is late one (1) hour or more.
12. Client can retain their deposit toward their project if any rescheduling is done within one (1) month.
13. Except for cancellation as described in Section 18 herein below, any cancellation by the Nightsound or Engineer will be rescheduled with deposit applied.

Tape Release

14. No recorded media will be released until payment has been received in full.
15. Any work recorded at Nightsound Studios should be credited as "recorded at Nightsound Studios, Carrboro, NC". For the purpose of correcting any errors and giving accurate credit & representation; all other credits shall be submitted to the engineer or producer for approval.

Liability

16. To the fullest extent permitted by law, Nightsound and Engineer assume no legal or financial responsibility for:
 - a. Recorded media stored at the studio or left with the engineer or producer.
 - b. Damage to clients property in use at the studio unless damaged by the studio staff;
 - c. Personal injury to clients or their guests;
 - d. Damage to, theft from or theft of cars parked while client is in the studio;
17. Nightsound and Engineer assume no liability for the content of Clients' recorded material or for ANY other legal costs howsoever arising from copyright infringements or any other legal action relating to Clients' recorded material or Clients' actions of any kind.
18. Nightsound and Engineer reserve the right to cancel a session or the entire project or to remove a Client or guest from the studio in the event that Engineer or Nightsound, in their sole discretion, shall perceive anyone as disruptive or dangerous to the facility or any person.
19. Clients will be charged the full replacement price for any damage to studio property inflicted at any time by the Client or their guests.
20. No illegal substances are permitted in the studio. No smoking is permitted in the studio. The consumption and possession of alcoholic beverages is only allowed upon the Engineer's permission for Clients of legal age.

Ownership And Use Of Material

21. No rough mix or unfinished work shall be released online or to the public in general without permission from Engineer or Nightsound being represented on the project.
22. Studio and Engineer shall have the right to the use of the material recording during all sessions, including not by way of limitation, the right to copy the material, but shall not have the right to sell the material without the permission of the Client.
23. Unless otherwise noted by the producer(s), all intellectual property of a recording will be the Client's. Physical ownership of the master recordings will be held by the Nightsound until Client has paid in full. Nightsound is NOT responsible for backups for recorded data upon project's completion.

Misc.

24. Neither Engineer, Nightsound nor Client shall be deemed in default if performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, war, fire, earthquake, strike, sickness, accident, civil commotion, epidemic, act of government, its agencies or officers, severely inclement weather, or any other similar event not under reasonable control of Engineer or Nightsound.
25. Client acknowledges that s/he has been advised to seek independent legal counsel with respect to this Agreement and that s/he has had sufficient opportunity to do so. This document is the product of a negotiation between the parties. Accordingly, the parties agree that any ambiguity in this document shall not be narrowly construed against either party.
26. This Agreement has been entered into and shall be controlled by the laws of the State of North Carolina with regard to validity, interpretation and legal effect. In the event the parties are unable to resolve any dispute relating to this Agreement, all suits, actions, claims and causes of action relating to this Agreement shall be brought in the courts of Orange County North Carolina.
27. Nothing herein contained shall constitute a partnership or a joint venture between the parties, nor is there to be construed an employer-employee relationship, each party hereto being an independent contractor. Neither party hereto shall hold itself out contrary to the terms of this clause, and neither party shall become liable for any representation, act or omission of the other contrary to the provisions hereof. This contract shall not be deemed to give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted by us in writing to such third party.
28. The terms set forth constitute the entire agreement between the parties with respect to this subject matter, all prior negotiations and understandings being merged. Client represents that no person acting or purporting to act on behalf of Engineer or Nightsound has made any promises or representations upon which s/he has relied except those expressly contained in this Agreement. No modification, amendment, waiver, termination or discharge of this Agreement or any

provisions hereof shall be binding on the Engineer or Nightsound unless confirmed by written instrument signed by Engineer. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.

29. Nightsound and Engineer shall not be deemed to be in breach of any of their obligations hereunder unless and until Client has given it specific written notice of the nature of such breach and Engineer and Nightsound have failed to cure such breach within thirty (30) days after receipt of such notice.
30. Client hereby agrees to and does indemnify, save and hold Engineer and Nightsound harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and attorney's fees) arising out of or connected with any claim, demand, or action by a third party which arises from a breach of any of the warranties, representations or covenants made by Client in this contract and which arises from any wrongful act or omission of Client, its agents, employees or invitees. Client agrees to reimburse Engineer and Nightsound on demand for any payment made by it at any time with respect to any such damage, liability, cost, loss or expense to which the foregoing indemnity applies. Engineer and Nightsound shall notify Client of any such claim, demand or action promptly after it has been formally advised thereof and Client shall have the right to participate in the defense thereof by counsel of its choice at Client's sole expense.
31. The Client hereby appoints _____ as key person for the client, giving such individual full and complete authority to communicate with ENGINEER on behalf of the Client.

Client (being of 18 years or older, of sound mind and having full capacity to enter this agreement), states that he/she has carefully read the forgoing Agreement, understands the contents thereof and signs the Agreement the date stated above.

Client:

Engineer:

Print Client name here:

Print Engineer name here:

(If Client is under 18 years of age, parent or legal guardian must sign.)

This is to certify that I, _____ as parent/guardian of Client, with legal responsibility for this Client, have reviewed the foregoing Agreement, agree to the terms contained therein and do agree for myself and my child (the Client) to be bound by its terms.

Date Signed: _____ **Print Parent/Guardian name here:** _____

Parent /Guardian Signature _____

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RELEASE AND WAIVER AGREEMENT

The Client _____ desires to have Nightsound and its Engineer record their audio and prepare a digital audio, data, or CD file of that audio (the “project” and “sessions”).

The Client has appointed _____ as key person (the “key person”) for the Client, giving such individual full and complete authority to communicate with Engineer and Nightsound on behalf of the Client. The key person shall be the only individual to receive the digital audio, data or CD files from the sessions.

In consideration for allowing the undersigned to participate in Engineer and Client’s sessions, the undersigned individual hereby consents to the key person serving as Client’s exclusive point of contact with Engineer and Nightsound. As such, I hereby expressly indemnify and release the Engineer and Nightsound from any claim or complaint under any applicable law, including, but not limited to claims for breach of my intellectual property rights or for breach of contract. I understand that I reserve all rights to take action against the key person or the Client and this waiver shall only be effective as against the Engineer and Nightsound.

The undersigned hereby warrants and represents that the undersigned is 18 years old, has full right and authority to solely enter into this agreement concerning the engineering sessions, and that the undersigned hereby indemnifies and holds Nightsound, Engineer and/or their agents, harmless from and against any and all loss, liability, costs, damages or claims of any nature arising from, growing out of, or concerning the fulfillment of the above described contract and engineering sessions.

DATE