

BLUE CROW PRODUCTIONS LLC
dba NIGHTSOUND STUDIOS est. 2001
116C West Main St. Carrboro, NC 27510
Owner's phone - for emergencies only - (919) 637-7077

STUDIO POLICY for non-regularly scheduled rehearsals

Upon reading, please initial page 1 and sign page 2

For the consideration recited below, this Agreement is entered into by and between Blue Crow Productions, LLC, dba Nightsound Studios, Nightsound Studios representative Chris Wimberley

The **CLIENT** (please print name): _____,

as of this day _____

The Client desires to use the facility (Nightsound) for a meeting, gathering, rehearsal or audition. By signing this Agreement, 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 hours.
3. The session clock begins at the arranged and booked time.
4. At the discretion of the attendant or owner, the session can be rescheduled.
5. All new clients must sign and bring their own individual copy of our Covid Safety Waiver upon arriving for their session (or beforehand). Clients who do not comply with this rule will be required to reschedule. Already paid deposits will be put towards the rescheduled date.

Deposit and Payment

6. The Attendant 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 will be \$35.00 per hour with a 3 hour minimum (\$105.00) or \$45ph 2hr min.
9. Full payment for all rehearsals is due in advance of booked time.
10. Clients arriving within 15 minutes of agreed start time will be charged from the time of arrival.
11. Clients arriving more than 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-hour minimum.

Late arrivals and Cancellations by Client

12. Clients arriving within 15 minutes of agreed start time will be charged from the time of arrival.
13. Clients arriving more than 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-hour minimum.

Late arrivals and Cancellations by Attendant

14. The attendant can cancel a session if the client is late one hour or more. The client can retain their deposit toward their project if any rescheduling is done within one month.
15. Except for (18) any cancellation by the studio or attendant will be rescheduled with deposit applied.

Use of Rehearsal facility for Recording

16. Any work recorded at the rehearsal facility and released (in any form) by a non-Nightsound engineer should NOT be credited to Nightsound Studios.
17. Any recorded media or content created at the rehearsal facility is the full responsibility and property of the client. All workshop related admissions or donation fees are solely the responsibility of the client.

Liability

18. Nightsound Studios and the attendant assumes no legal or financial responsibility for:
 - a) Recorded media stored at the studio or left with the attendant 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;
19. Nightsound and the attendant assume no liability for the behavior or actions of a client or their guests.
20. Nightsound and the attendant 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 the attendant or the owner perceive anyone as disruptive or dangerous to the facility or any person. This includes, but is not limited to, anyone who does not comply with the COVID safety guidelines outlined on our COVID Safety Waiver.
21. Clients will be charged the full replacement price for any damage to studio property inflicted at any time by the client/artist or their guests.
22. No illegal substances are permitted in the studio. **NO** smoking in the studio or in an open doorway. Alcohol allowed with attendant's permission.
23. If there is any doubt, please leave things where you found them at the beginning of the session, or alert the attendant to any disruption of your time or broken equipment. The attendant is there to help!

Client (being of 18 years or older), states that he/she has carefully read the forgoing Agreement, understands the contents thereof and signs the Agreement the date stated above.

Client: _____ (SEAL)

PRINT Client name here: : _____

Attendant: _____ (SEAL)

PRINT Attendant 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 _____ **(SEAL)**