

## Studio Agreements

If a recording studio agreement is being considered, there are certain key issues that should be addressed and clarified. Some, but not all, include:

(1) Parties to the Recording: Obviously, all parties expected to be involved and paid in the recording process should be expressly identified or dealt with in the studio recording contract. For example, if there is a band agreement, who has power to sign the studio recording agreement?

(2) Studio Rates: Studios generally charge on an hourly basis. Determine in advance what they will charge you per hour, and be sure to tell them how many CD's and cassettes you plan to press. Also advise them how long you expect to take to record your demo.

(3) Studio Hidden Costs and Surcharges: Ensure in advance exactly what you are being charged for and what is (and is not) included. Sometimes studios charge extra for engineer or producer fees, mixing and mastering, drum set-up time, etc. Also, studios generally charge different hourly rates for recording, mixing and mastering services.

(4) Rate Reductions: Sometimes you may want to ask for certain "discounts." For example, if you lay down your own tracks with your personal engineer or music producer, those service charges should not be included. And, try to get an exclusion or reduction in the hourly studio time price for setting-up your own drums.

(5) Method and Manner of Payments: Clarify in writing if you need to pay the studio up-front, or in payments. Determine if the studio gets paid an "all-in" payment, or whether the engineer or music producer is paid separately.

(6) Refunds: If you have to pay the full studio recording fee in full and in advance, be sure to provide for a partial reduction in the studio fees if the project is not completed due to reasons beyond the control of the parties.

(7) Indemnification: This is a legal clause in a contract that many studios insist on to help protect them from costs of lawsuits and attorney fees. Studios often require you to guarantee them against any copyright infringement suits.

(8) Recording Schedule: Put down in writing a time-frame for the completion of your project. Inquire what other recording commitments the studio and/or engineer has that

may potentially interfere with the timely recording of your production.

As in all music-related agreements, all provisions are negotiable, but largely dependent on your clout. Whenever possible, a music lawyer should be consulted before any recording studio agreement is signed.

#### PHILOSOPHY

Because we deal with startup bands, we understand that money is always an issue. Musicians tend to be poor until established. We have to have some money to operate, but we try to keep costs bare bones. Bands need to concentrate on getting the music done, not watching the clock, so although we do charge by the hour, we prefer to sell larger blocks of time for considerably cheaper than hourly or incremental hourly rates. This way the money is understood up front making it easier for the band to budget costs, without worries of cost over runs. The project is about the music, not the money, and quality over rushed or time pressured performance.

#### PREREQS

It is assumed that the band is rehearsed, start and close riffs are prepared and all rehearsals are completed BEFORE entering the studio.

#### EQUIPMENT:

Studio A

Equipment mix for [mixer, software, DAT, CD burning, mastering ]

MASTERS, CDs, DVDs

CD Mastering cost is xx. CD copies are xx each and DVDs are xxx. Masters are created at studio time; Backups are not required but recommended. Archived CDs of DAT or audio is xxxx. If no archives are made we cannot be responsible for the media after it leaves the studio.

We do not do large runs of CDs. Individual CDs for Master, DAT and some track data are included in the cost, 1 per.

#### MUSICIAN, TECHNICIANS and ENGINEERS:

On site musician is available for tracking or advice on arrangements as needed.

#### BOOKING and DEPOSITS

Fees are expected to be paid in full at the time of service. In the case of weekly rates and lockouts, fees are paid xxx amount up front and x amount on the day of the final mix. No recording medium leaves the studio until all fees are paid, which means an outstanding balance of 0. NO EXCEPTIONS.

Lock out fees are xxx for the day and xxx for the week (lock out means that no other parties are hired during the lockout period, giving the client exclusive use of the facilities for the duration of the lockout period.

Cash, checks are accepted.

## COSTS

The cost for each day (10 hours) is xxxxx, from 8 AM to 6PM with ½ hour lunch. The cost for each hour is XXXX and the cost of lock out is an extra XXX

(lockout ensures other engagements or arrangements are not made during the lockout time ensuring exclusive studio time.

Standard rates are xx.xx dollars per hour prorated at xx minute intervals that includes x engineer(s)