



Event Use & Booking Agreement

Parties. This Agreement is entered into by **Sound Grounds, LLC (“Venue”)**, located at **1030 Cleveland Road West, Sandusky, Ohio 44870**, and the undersigned client(s) identified below (individually and collectively, “**Client**”).

If more than one Client is listed, each Client is jointly and severally liable for all obligations.

1) Definitions

- **Event:** Any booking of Venue space for a meeting, screening, workshop, open mic, performance, private party, or similar gathering.
- **Event Window:** The booked block of time **including** load-in, setup, guest ingress, programming, tear-down, and load-out.
- **AV Package:** Use of Venue audiovisual equipment (e.g., projector/screen, distributed TVs, PA, mics, small stage, basic lighting) as specified in the Booking Confirmation.
- **Recording Package (Optional):** An add-on service to capture Event audio and/or video using Venue equipment/staff as specified in the Booking Confirmation.
- **Pre/Post-Processing:** Any work performed outside the live capture window (e.g., ingest, syncing, noise cleanup, editing/mix, color/basic grade, formatting/exports, uploads, metadata, transfers, restores).
- **Long-Term Retention Service:** Optional paid storage of project files/Recordings beyond the base retention period.
- **Third-Party Vendor:** Any caterer, performer, DJ, security, or service provider hired by Client.
- **House Rules:** Venue policies listed in Section 10 and any written rules provided by Venue.

2) Booking, Confirmation & Rates

a. **Request Form Required.** All bookings require a completed Event Request Form (physical or digital). Bookings are **not confirmed** until Venue issues a written confirmation (including email).

b. **Rates.** Event rates are quoted per booking (space/time/AV needs/staffing). **Recording Package add-on**, if selected, is quoted separately on the Booking Confirmation. Applicable taxes and pass-through costs (e.g., special cleaning, rental items, security, permits) are Client’s responsibility and will be pre-approved where practicable.

c. **Billable Window.** The Event Window is billable in full. Early arrivals or late departures may incur overtime (see Section 7).

d. **Changes.** Changes to time, layout, equipment, staffing, or scope after confirmation may affect rates and require written approval by Venue.



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e. **Prospective Rate Changes.** Venue may revise rates for **unscheduled** future bookings by written notice. Confirmed bookings are not affected unless mutually amended in writing.

3) Payments

- a. **Due at Service / Invoicing.** Unless otherwise agreed in a signed writing, all charges are due at the earlier of Event conclusion or invoicing.
 - b. **Card on File (optional).** If provided, Client authorizes Venue to charge unpaid balances, late/no-show fees, pass-throughs, approved overtime, and Recording Package charges.
 - c. **Late Fee.** Balances over 10 days past due may incur 1.5% per month (18% APR). Client is responsible for reasonable collection costs and attorneys' fees as permitted by law.
 - d. **Withholding / Access.** Venue may withhold access to the space or services until all past-due amounts are paid.
 - e. **Returned/Disputed Payments.** \$35 fee (or legal max) for returned payments/chargebacks not caused by Venue error.
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4) Scheduling; Cancellations; No-Shows

- a. **Scheduling.** Book in-person, by email, or online form; Venue will confirm in writing.
 - b. **Cancellation/Reschedule.** Provide **≥ 48 hours** notice.
 - c. **Late Cancellation/No-Show Fee.** **\$50** at the venue's discretion, if <24 hours' notice or if Client fails to appear within a **15-minute** grace period of the scheduled start. Venue may charge a card on file.
 - d. **Discretionary Waiver.** Venue may waive fees for bona fide emergencies.
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5) AV, Equipment & Space Use

- a. **Included/Optional.** AV Package elements (projector & retractable screen, multiple TVs, PA with mics, small stage, basic lighting) are included only if listed on the Booking Confirmation; otherwise standard café fixtures apply.
- b. **Operation.** Only Venue staff may operate certain systems at Venue's discretion. Some systems and equipment may otherwise require a security deposit if not being exclusively operated by Venue staff. Client agrees to follow staff guidance.
- c. **Client-Provided Gear.** Client gear must be safe, code-compliant, and compatible; Venue may refuse unsafe or incompatible gear.
- d. **Recording/Streaming.** If Client records or streams, Client is solely responsible for all permissions/releases and compliance with law (see Section 9).
- e. **Furniture/Layout.** Requests for table/chair counts or layout changes must be communicated in advance. Venue may limit configurations for safety or capacity.

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f. **Recording Operations (if selected).** Only Venue staff may operate Venue recording systems unless otherwise agreed in writing. Client-provided recording setups are subject to safety/compatibility review.

6) Food, Beverage, Alcohol & Vendors

- a. **Food/Beverage.** Outside food or beverage requires prior Venue approval. Catering must keep prep/serving areas clean and follow House Rules.
 - b. **Alcohol.** No alcohol unless **pre-approved in writing**. If allowed, alcohol service must be provided by a properly licensed provider with all required permits/insurance; ID checks are Client's responsibility. Venue is not a licensed alcohol vendor.
 - c. **Vendors.** Client is responsible for vendors' compliance with this Agreement and House Rules. Venue may require certificates of insurance (COI) from vendors.
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7) Capacity, Timing, Overtime & Cleaning

- a. **Capacity.** Client must comply with posted occupancy limits and fire egress. Venue may pause or refuse entry if capacity would be exceeded.
 - b. **Timing.** Client, guests, and vendors must vacate by the Event Window end.
 - c. **Overtime.** Overtime is billed in **0.25-hour increments (rounded up)** at the quoted hourly event rate, and may be limited by Venue schedule and local ordinances.
 - d. **Cleaning / Excess Wear.** Ordinary cleaning is included. Excess cleaning (e.g., glitter/confetti, spills, food waste, biohazards) or unusual wear is billable at reasonable actual cost.
 - e. **Recording Setup/Strike (if selected).** Setup, sound-check, camera placement, lighting tweaks, tear-down, and media handoff time are part of the billable window. Additional overtime may apply if the schedule overruns.
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8) Damages; Decorations; Safety; Prohibited Uses

- a. **Damages.** Client is responsible for repair/replacement costs for damage caused by Client, guests, vendors, or invitees. Venue may invoice using reasonable estimates and suspend services until paid.
 - b. **Decorations.** No nailing, stapling, painting, open flame, or materials that damage surfaces. Only low-tack tape/putty allowed, subject to Venue approval.
 - c. **Safety.** Cables must be taped/covered; equipment must be stable; exits and panels kept clear. Venue may stop unsafe activities.
 - d. **Prohibited Uses.** No illegal content, hate speech, harassment, threats, or activities violating law or House Rules. Venue may end an Event that violates these terms; fees remain payable.
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9) Content, Rights & Promotion

a. **Client Content & Rights.** As between the parties, Client owns the content of Client's Event and any Recordings captured under a Recording Package. Client warrants it has all necessary rights/permissions/releases (participants, music/media, marks, likenesses) and that content is lawful and non-infringing.

b. **Venue Promo (Opt-In).** If Client opts in on the Event Request Form, Client grants Venue a non-exclusive, royalty-free license to use up to **60-second** excerpts from Client-approved finished materials and non-confidential event details for Venue marketing/portfolio with customary credit. Client may revoke prospectively by written notice; no takedown required for materials already published.

c. **Venue Compliance Footage.** Venue may capture limited documentary photos/video for safety/compliance; not used for marketing unless Client opts in.

10) House Rules

- No smoking/vaping inside.
- Food/drink only where permitted; protect equipment and finishes.
- Minors must be accompanied by a responsible adult.
- Pets by permission only; certified service animals allowed as required by law.
- Follow staff instructions; respect neighbors; keep doors clear and outdoor sound levels reasonable.
- Comply with all posted notices and applicable laws/codes.

11) Assumption of Risk; Waiver; Indemnity; Limits

a. **Assumption of Risk.** Event activities (including staging, cabling, lighting, and public assembly) involve inherent risk of injury or property damage.

b. **Waiver/Release.** To the fullest extent permitted by law, Client releases and holds harmless Venue and its personnel from claims arising from Client's Event except to the extent caused by Venue's gross negligence or willful misconduct.

c. **Indemnity.** Client will defend, indemnify, and hold Venue harmless from third-party claims arising from Client content, participants, vendors, or breach (including reasonable attorneys' fees).

d. **Limitation of Liability.** Venue's total liability is capped at amounts paid by Client for the Event giving rise to the claim. No consequential, incidental, special, or punitive damages.

e. **Data Risks (Recording).** Venue uses reasonable care but does not guarantee uninterrupted operation,



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error-free recording, or data integrity, and is not liable for data loss except to the extent caused by Venue's gross negligence or willful misconduct.

12) Insurance (If Required)

Venue may require a **Certificate of Insurance** naming **Sound Grounds, LLC** as additional insured for general liability per event (e.g., \$1,000,000 each occurrence / \$2,000,000 aggregate), particularly for private after-hours events, alcohol service, or elevated risk.

13) Force Majeure

Neither party is liable for delay or failure to perform due to causes beyond reasonable control (e.g., acts of God, government orders, utility failures, severe weather, labor actions). Payments for services already rendered remain due; the parties will use good-faith efforts to reschedule.

14) Dispute Resolution; Venue; Class Waiver

- a. **Discuss/Mediation First.** Parties will confer in good faith; if unresolved, they will mediate.
 - b. **Arbitration.** If mediation fails, disputes will be resolved by **binding arbitration** administered by the American Arbitration Association under its Commercial Rules before one arbitrator in **Erie County, Ohio**. Judgment may be entered on the award.
 - c. **Carve-Outs.** Either party may seek (i) small-claims relief for qualifying claims and/or (ii) temporary/injunctive relief to protect IP/confidential information.
 - d. **Class Waiver.** Disputes are resolved **individually** only.
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15) General

- a. **Governing Law.** Ohio law governs.
 - b. **Severability.** If a term is unenforceable, it is severed; the rest remain effective.
 - c. **Entire Agreement.** This is the entire agreement on these subjects and supersedes prior understandings.
 - d. **Amendments.** Must be in writing and signed by all parties (e-sign permitted).
 - e. **Counterparts/E-Sign.** Counterparts and electronic signatures are effective.
 - f. **Notices.** Email to addresses on file is an acceptable written notice method.
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16) Recording Package Add-On (Optional)

Sound Grounds, LLC | www.soundgrounds.co | studio@soundgrounds.co | (567) 424-0084

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Scope & Tiers. If selected on the Event Request Form and confirmed in writing, Venue will provide one of the following capture tiers (custom tiers by quote):

- **A. Audio Capture:** Up to 2–4 microphones mixed to stereo or simple multitrack (subject to gear availability). Basic room mics as appropriate.
- **B. Audio + Single-Cam Video:** Tier A audio plus a fixed or operator-assisted camera angle (1080p) suitable for talks, panels, or performances.
- **C. Audio + Multi-Cam Video (Switcher or ISO):** Tier A audio plus two or more cameras (locked or operator-assisted). Live cut or isolated camera records by quote.

Staffing. Venue will assign appropriate staff (e.g., audio tech, camera op, switcher) per the selected tier. Certain tiers require additional staff for safety/quality.

Rates. Recording Package rates are **quoted per event** based on tier, duration, staffing, and complexity. Unless otherwise specified in the Booking Confirmation, **Pre/Post-Processing is billed at the current studio rate of \$65/hr. in 0.25-hour increments.**

Deliverables. Standard deliverables will be agreed in writing prior to the Event. Typical formats:

- **Audio:** WAV 48k/24-bit and/or MP3 320 kbps.
- **Video:** 1080p H.264 MP4 (live cut or basic assembly).
Additional exports, captions, thumbnails, or platform-specific versions are Pre/Post-Processing.

Raw Materials. Delivery of raw multitrack audio, camera originals, or project files is **not included by default** and is billable (transfer time + media). If requested, Client is responsible for providing compatible storage or approved cloud credentials.

Approvals & Revisions. One round of light technical adjustments for deliverability (e.g., level/noise touch-ups, basic color exposure/white balance) may be included at Venue's discretion. Substantive editing/mixing/grading or creative revisions are Pre/Post-Processing and billed accordingly.

Retention. Venue will retain project files/Recordings for **30 days** after initial delivery, then may delete them. Client may opt into **Long-Term Retention Service** at **\$0.25/GB/month (min \$5/month per project)**, billed monthly; non-payment or cancellation may result in deletion after **15 days'** notice. Long-term retention is for convenience only; Client should maintain independent backups.

Permissions/Consents. Client is solely responsible for obtaining all necessary releases/permissions from on-camera/on-mic participants and for any music/media used. Client represents that all participants consent to recording.

Constraints. Venue may limit camera placement, cabling, or lighting for safety, capacity, or café operations. Client agrees to comply with staff directions.

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Signatures

Client(s):

1. Name: _____ Email: _____ Phone: _____
Signature: _____ Date: //____
2. Name: _____ Email: _____ Phone: _____
Signature: _____ Date: //____
3. Name: _____ Email: _____ Phone: _____
Signature: _____ Date: //____
(attach additional signature page if needed)

Sound Grounds, LLC

By: _____ Title: _____ Date: //____

Optional Addenda (check if applicable)

- ☐ Alcohol Service Addendum (licensed vendor, permits, ID checks, no self-service)
- ☐ Private After-Hours Access Addendum (security/door policy, staffing)
- ☐ Additional Cleaning / Special Décor Addendum (glitter/confetti, adhesives)
- ☐ Vendor COI Addendum (third-party insurance requirements)