



Studio Use & Services Agreement

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

1) Definitions

- **Session:** Any booked block of time in Studio facilities with or without staff.
- **Recordings:** Audio-only, video-only, or combined audio/video materials captured or created during a Session, including multitrack audio, camera files, sync audio, proxies, stills, and edited outputs.
- **Pre/Post-Processing:** Any work outside the live room clock (e.g., setup prep, ingest, syncing, editing, mixing, color/basic grade, formatting, conversions, exports, uploads, metadata, transfers, backups/archives beyond base retention).
- **Long-Term Retention Service:** Optional paid storage of project files/Recordings beyond the base retention period.

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

2) Booking, Appointment Form & Rates

- Appointment Form Required.** Every appointment (new or rescheduled) requires a **fully completed Appointment Form** (physical or digital). Bookings are **not confirmed** until Studio receives and acknowledges the completed form. Incomplete forms may result in cancellation.
- Studio Time: \$65.00/hour**, billed in **0.25-hour increments (rounded up)** from actual time used.
- Pre/Post-Processing: \$65.00/hour**, billed in **0.25-hour increments (rounded up)**.
- Billable Window:** Setup, sound-check, camera prep, lighting tweaks, tear-down, load-in/out, room occupancy, and engineer time are billable.
- Rate Changes (Prospective Only).** Studio may alter rates **at any time** for **unscheduled future appointments only** by a written amendment to this Agreement **signed by all parties**. Changes don't affect completed or already-scheduled Sessions unless all parties agree in writing.
- Taxes/Pass-Throughs:** Client pays applicable taxes and approved third-party costs (e.g., location fees, plug-ins, stock assets, etc.).

3) Payment Terms

- Due at Service/Invoicing.** Unless otherwise agreed in a signed writing, all charges are due at Session end or when invoiced, whichever is earlier.
- Card on File (optional).** If provided, Client authorizes Studio to charge unpaid balances, cancellation/no-show fees, and approved pass-throughs.
- 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.



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- d. **Withholding/Release.** Studio may withhold services/deliverables until all amounts due are paid.
- e. **Returned/Disputed Payments.** \$35 fee (or legal max) for returned payments/chargebacks not due to Studio error.

4) Scheduling; Cancellations; No-Shows

- a. **Scheduling.** Book by phone, email, or online form; Studio will confirm in writing (including email).
- b. **Cancellation/Reschedule.** Provide **≥ 24 hours** notice.
- c. **Late Cancellation/No-Show Fee.** **\$50** if <24 hours' notice or if Client fails to appear within a **15-minute** grace period. Studio may charge a card on file.
- d. **Discretionary Waiver.** Studio may waive fees for bona fide emergencies.

5) Content; Rights; Promotional Use

- a. **Ownership.** As between the parties, Client owns the content and the Recordings created during Client's Sessions.
- b. **Client Warranties.** Client has all necessary rights/permissions/releases for on-camera/on-mic participants, music/media, locations, trademarks, and likenesses; content doesn't infringe or violate law/rights.
- c. **Promotional License (Opt-In).** If Client opts in on the Appointment Form, Client grants Studio a **non-exclusive, royalty-free license** to use short excerpts (up to 60 seconds per piece) of finished audio/video, still frames, Client name/logo, and project title **solely for Studio marketing/portfolio**, with customary credit. Client may revoke prospectively by written notice; revocation doesn't require takedown of materials already published. If Client does **not** opt in, no promo license is granted.
- d. **Deliverables.** Standard deliverables will be agreed (e.g., WAV/MP3 and 1080p H.264 MP4). Delivery of raw multitrack, camera originals or project files is not included by default and is billable under Section 2(c) plus any storage/transfer fees.

6) Media Handling; Retention; Optional Long-Term Storage

- a. **Client-Supplied Media.** Provide lawful media via compatible cloud links or supported physical media. Studio isn't responsible for loss/damage to physical media.
- b. **Base Retention.** Unless otherwise agreed in a signed writing, Studio retains project files/Recordings for **30 days** after initial delivery, then may delete them.
- c. **Long-Term Retention Service (Opt-In).** If selected on the Appointment Form, Studio will retain designated project files/Recordings beyond 30 days at **\$0.25 per GB per month**, billed monthly (minimum **\$5/month per project**). Storage size is measured by the total GB stored at each billing cycle. Non-payment or cancellation will result in deletion **after 15 days' notice**. Long-Term Retention is for convenience only; it is **not a guarantee** against loss, and Client should maintain independent backups. Additional exports/transfers/restores are billable Pre/Post-Processing.



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d. **Data Risks.** Studio uses reasonable care but does not guarantee uninterrupted operation, error-free recording, or data integrity, and is not liable for data loss except to the extent caused by Studio's **gross negligence or willful misconduct**.

7) Facility Use; Damages; House Rules

a. **Care.** Client will use reasonable care and follow **House Rules** (no smoking/vaping inside; food/drink only where permitted; minors accompanied; pets by permission; follow staff directions; no illegal content).

b. **Damages.** Client is responsible for repair/replacement costs for damage caused by Client or Client's guests/crew/invitees. Studio may invoice based on reasonable estimates and suspend services until paid.

c. **Reporting.** Client must promptly report any damage or malfunction.

8) Assumption of Risk; Waiver; Indemnity; Limits

a. **Assumption of Risk.** Studio activities (including lighting, cabling, stands, and power distribution) involve risk of injury or property damage.

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

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

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

9) Technical Edits & Quality

Studio may make technical adjustments needed for deliverability (e.g., noise reduction, level/sync, basic color exposure/white balance). Substantive editing/mixing/grading or creative revisions require Client approval and are billed as Pre/Post-Processing.

10) 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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11) General

- a. **Governing Law.** Ohio law governs.
- b. **Severability.** Unenforceable terms are severed; the rest remain in effect.
- 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.

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: __/__/__