

The Index Room is a professional audio recording facility. Customer Service and satisfaction are our top priority. The following policies ensure that all sessions are conducted in the most professional manner while providing our client a creative and comfortable environment.

### BOOKING RATES / SCHEDULING

Sessions are booked at the rates published by the studio (subject to change) unless other rates have been negotiated. There is a 2-hour minimum. Time will be billed in whole hour increments. Sessions that run longer than the original scheduled time will be booked at a \$20.00 increased rate as long as the studio is available. Lockout sessions are based on 12-hour days. Additional time will be charged at our standard hourly rate. Scheduling is based on first come first serve basis. Your session will not be confirmed until you have received a TIR Session Confirmation document with the Date, Start time, Length of Session, and Cost.

### CANCELLATION FEE

Cancellations after 24 hours forfeit the deposit unless we can rebook your time. You will then incur a \$50.00 cancellation fee. You will then receive a refund of your deposit for any portion of time that we are able to rebook. If for any reason you (the booked client) cannot or do not show up for your scheduled session and you do not inform the studio, prior to your scheduled time, via email, text, call, or any other means of communication, you are then responsible for the entire cost of the booked session and will also incur a cancellation fee of \$50.00.

### STUDIO TOURS

It is recommended that new clients tour the studio prior to their first session. During this time, we can discuss the parameters of your session and make a plan to ensure everything runs smoothly.

### START/END AND SESSION TIMES

The session clock begins at the scheduled time that both parties agree upon. If you arrive early and the studio can accommodate an early start, then the session clock will begin at that time. If you are late for any reason, you will be charged from the scheduled session start time, with no exceptions. Please call if you are going to be late! Set up time will be billed at regular studio rates unless other arrangements are agreed to. This includes load-in and instrument setup, microphone placement, level setting, media transfer, etc. Rough mixes after audio recording are not a requirement and are left to the discretion of the assigned engineer. If you would like a rough mix at the end of your session, please allow 20-30 min prior to the end of your scheduled session. Furthermore, if you would like your recordings exported as stems or track outs, please be sure to inform the studio prior to your booked session.

## STUDIO DOWNTIME

Unforeseen problems can happen; If session downtime occurs at the fault of the studio's equipment, that time will not be billed. The studios liability shall be limited strictly to the studio time of the booked session and clients agree to hold The Index Room harmless from any damages from such downtime.

## PAYMENT

You are responsible for all monies due to the studio and shall make payment to the studio with CASH or previously approved check. No media will be turned over to you until full payment is made for that day. Clients will be charged a \$25.00 service fee if Client's account is not paid in full by the completion of each session. Clients will also be responsible for all legal, attorney and collection fees, if required for payment. If an account is not paid in full, immediate collection and legal action will be taken. Clients will also accrue a 1.5% interest charge per month until it is paid in full Receipt of recording media from Studio to Client is acknowledgement between both parties that the quality of all services rendered by The Index Room is satisfactory to Client and shall release The Index Room from any and all liability regarding said recording media and services rendered. **NO CREDIT CARDS ACCEPTED.**

## SESSION MEDIA

Session media will only be released when full payment for the session is received. Once session media has been turned over to the client, The Index Room is no longer expected to maintain a backup copy of the session unless other arrangements have been made in writing. We recommend that each client make a back-up copy of the sessions immediately. Session materials left beyond 30 days due to nonpayment become the property of The Index Room. The Index Room is not responsible for any unrecoverable data.

## LEAVING GEAR BEHIND

The Index Room is not responsible for lost, damaged, or stolen gear left behind. Any property left past 30 days will become the property of The Index Room unless other arrangements have been made.

## STUDIO GEAR (DAMAGE)

In the event a piece of studio gear owned by The Index Room or any part of its facility becomes damaged by you, or anyone in your party, due to negligence, accident, or willful act, you agree to provide monetary compensation in the amount of full replacement value of the damaged item. Damage to the studio property of any kind that are a result of anyone in client's party or group will be assessed to client's account.

## STUDIO RULES

- No smoking in studio. Smoking is permitted on the patio.
- Food and drink are encouraged to be consumed on the patio area. Food and drink may be brought into the studio but must be kept away from equipment racks, and the recording console.
- Please place your unwanted trash in receptacles provided.
- No firearms allowed on the premises.
- Illegal drugs are strictly prohibited, and we reserve the right to refuse service or cancel a session if a client appears to be under the influence.

## RESPONSIBILITY

The person responsible for paying for studio time must sign an agreement and will be held responsible for the actions of all artists and guests he or she brings to any session. It is recommended that only individuals essential to the recording be present during the booked time. These rules apply to all persons. There are absolutely no exceptions whatsoever. This ensures a healthy business relationship for you as a recording artist and for the studio as well. The client affirms that he/she is the rightful owner or assignee of material to be recorded or reproduced. The Index Room & our employees are not responsible for copyright violations, talent or creative royalties, mechanical reproduction licenses, or any other liabilities for such material. Client also agrees to indemnify The Index Room and its employees for any and all claims, costs, losses, detriments and expenses of any kind or nature. Including, without limitation, attorney's fees and cost incurred by The Index Room by reason of any breach or alleged breach of any representation, warranty, or agreement made by client. Studio Disclaimer Prior to any session work beginning, the client agrees to furnish a written signed copy of the above Studio Policies as a formal agreement and obligation to make payments and adhere to all other policy requirements as stated herein. You (The Client) have fully read and agree to all of the above terms. By agreeing to this Terms and Conditions contract, you understand that all above mentioned agreement points are subject to change. With this signed agreement you also understand that any future revisions or updates to The Index Room Terms and Conditions are agreed upon and adhere to all other policy requirements as stated herein.

I have fully read and agree to all of the above terms.