



SE STUDIOS
CREATING ROCKSTARS OUT OF ORDINARY PEOPLE....
SEstudios.net FutureDreaMedia.com

Recording and Production Service Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, by _____ and between Secret Enterprise Production Studios (hereinafter referred to as "SE Studios") and _____ (hereinafter referred to as "CLIENT").

CLIENT UNDERSTANDS AND AGREES TO THE FOLLOWING:

- 1.1 No credit is implied or granted without prior arrangement with the SE Studios Studio Manager.
- 1.2 No booking will be considered firm until receipt of deposit. Standard deposit is 50% of anticipated charges. In case of cancellation, deposit will be refunded in full with a minimum 48 hour cancellation notice.
- 1.3 Final payment for total charges is due and payable upon completion of each session. All masters remain property of SE Studios until all charges are satisfied.
- 1.4 SE Studios exercise due care in the handling and storage of all CLIENT's tape and equipment stored on our premises; however, SE Studios will not be held responsible for their loss or damage.
- 1.5 SE Studios rates are subject to change without notice.
- 1.6 SE Studios reserves the right to refuse service to anyone.
- 2.1 Payment by CASH, CERTIFIED CHECK, MONEY ORDER, VISA, MASTERCARD, and PAYPAL accepted.
- 2.2 NO PERSONAL CHECKS will be accepted, unless pre-approved by SE Studio Manager. \$35 charge for all returned checks.
- 3.1 CD packages require a 50% deposit with submission of CLIENT's order. Balance of order will be due upon completion of order, before shipping (no COD's). T-Shirts, graphic services and all standard shipping supplies must be paid in full with order.
- 3.2 SE Studios guarantees the CLIENT's satisfaction with his design and audio proofs on CD packages. If SE Studios cannot satisfy the CLIENT, SE Studios will refund the entire deposit amount if CLIENT wants to cancel project. However, once proofs are approved, SE Studios will charge for all work performed, even if project is subsequently canceled.
- 4.1 Any dispute or claim in law or equity arising from or related to this contract shall be settled through binding arbitration. The party initiating the claim shall bear the costs, expenses, and fees of the arbitration but may recoup said costs, expenses, and fees by award of the arbitrator if requested in the "Demand for Arbitration." The costs for witnesses for either side shall be paid by the party producing such witnesses. The costs of any expert witness requested by the arbitrator shall be shared equally by the parties to the arbitration. Procedures to be followed shall be in accordance with the California Code of Civil Procedure, Title IX and by the "Arbitration Rules and Procedures" of Associated Professional Arbitrators.
- 4.2 In consideration of recording services provided by SE Studios, CLIENT agrees to indemnify and hold SE Studios, it's agents, employees, and owners harmless for any liability which may be incurred because of any alleged or actual improper recording and/or copying of any copyrighted materials that CLIENT gives to SE Studios. CLIENT represents that no copyrighted material is being infringed upon by CLIENT's request to SE Studios for recording and/or copying of any materials.

AGREED TO AND ACCEPTED BY:

Representative for SE Studios: _____ Date: _____

Client: _____ Date: _____