

Terms, Conditions & Policies

RATES

- Recording, Mixing: \$88/hour
- Use of drums during recordings:
 - 0 to 4 hours of drum use in one session: fee of \$30 will be charged
 - Over 4 hours of drum use in one session: fee of \$60 will be charged
- Reference CD's of final mixes: \$6 each
- Practice room hire: \$25/hour
- Use of drums during Practice Room Hire: \$8/hour
- Time is calculated in 15 minute intervals
- All prices and rates include 10% GST

USE OF THE FACILITIES

- Any substantial damage incurred to equipment or the facility caused by customer, accidental or willful, shall be charged to customer at replacement value. Any miscellaneous charges incurred by Purple Sound after the completion of customers' session shall be billed; long distance phone, musicians, etc.

RENTAL

- There are no additional rental charges for anything contained in the facility, except for drums. Because of the expected wear on drum heads and possible damage to cymbals, a fee of \$30 for 0 to 4 hours of drum use in one session and \$60 for anything over 4 hours of drum use in one session, will be charged. Any outside rental of equipment shall be at the sole discretion and responsibility of the customer.

PAYMENT

- Payment must be made at the end of the session. We will not issue invoices on credit.
- We accept Cash, Visa and MasterCard.
- We will not release any reference material (CD's, MP3's or other) until the studio bill is paid. This protects our investment in the project from clients that may take a reference CD and never return. We will retain a proprietary interest in any and all work performed until such time as all charges incurred are paid in full. In the unfortunate event that we incur costs to collect any sums lawfully due, we shall be entitled to said costs, expenses and damages, including reasonable solicitor fees, incurred in connection therewith.
- Any overdue accounts will be subject to interest charges of 2% per month.
- Any claims for adjustments in connection with an invoice must be presented to Purple Sound in writing within ten days from the date of the invoice in question. Customer hereby waives any claim for adjustment in billing which is not timely presented according to the provisions of this paragraph.

CUSTOMER'S LIABILITY FOR INFRINGEMENTS

- If you are making a recording that features songs or portions of a song, including samples, written by other people you will need to ensure those composers receive a royalty as per the Copyright Act. You acknowledge that it is up to the customer (you) to obtain the proper licenses and/or permissions for recording cover songs, or variations of cover songs, or using portions or samples of/from other existing recordings.
- The customer shall indemnify and save Purple Sound harmless of and from all suits, claims, demands, and other liabilities and expenses, including legal fees and disbursements arising out of the production, distribution or exhibition of any films, tapes, CD's, music, voiceovers, MP3's, or phonograph records or equivalent in connection with which Purple Sound shall have furnished any goods and services.

CUSTOMER'S MATERIALS

- Materials stored on the premises are done so at the customers own risk. Materials left one year after completion of last booked session become sole property of Purple Sound. Materials can only be removed by our client/customer, which is the person who booked the time.

SEVERABILITY

- Each term of the Terms, Conditions & Policies is severable from every other and shall survive the nullity or unenforceability of the other.

MODIFICATION

- These terms and conditions can only be modified by an instrument in writing signed by an authorised representative of Purple Sound.

ENTIRE AGREEMENT

- These Terms, Conditions & Policies and the written instrument signed by the customer constitute the entire agreement between the customer and Purple Sound, and no evidence of any oral agreement or representation whatsoever be admitted to vary, modify, waive, or add to any or all terms of this agreement.

I understand and accept these terms and conditions.

Name: _____ (please print) Signature: _____

Date: _____