

IMPORTANT: THIS CONTRACT SHALL NOT EXPRESS NOR IMPLY ANY OBLIGATION TO PROVIDE PRODUCTS AND/OR SERVICES, NOR SHALL IT OBLIGATE ANYONE TO WORK EXCLUSIVELY WITH BOVEMUSIC. THIS CONTRACT SHALL MERELY SPECIFY THE POLICIES AND GUIDELINES THAT ARE NECESSARY IN ORDER TO MAINTAIN A PROFESSIONAL WORKING RELATIONSHIP BETWEEN BOVEMUSIC AND ITS CLIENTS. BOVEMUSIC RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE AT ANY TIME.

As your audio engineer and/or producer, it is an ultimate goal to provide you with the most superb product possible while striving to exceed your expectations in sound quality and in guiding you toward generating your finest performance to capture in an audio recording. To help achieve this goal, please be aware of and adhere to the following Policies and Guidelines stated below:

Payment Policies

All time and services will be billed at a rate of **\$35.00 per hour** rounded to the nearest quarter-hour. Full payment must be made at the end of each session. Absolutely **NO** materials or data (CD-Rs; DVD-Rs; hard disk drives; etc...) will be released until any remaining balance has been paid in full. Any project with a balance more than 90 (ninety) days past due is subject to all materials and data being **permanently destroyed**. BOVEMUSIC will accept the following forms of payment: cash, cashier's check, personal check (*please allow up to 7 business days for funds to clear*), or Credit Card via PayPal (*charges may apply; please inquire for details*). **Please make all checks payable to: BOVEMUSIC**

Booking Sessions

All appointments require a minimum of four hours per session, per day. Though not necessarily required, priority will be given to clients that pay a 50% deposit in advance to secure a booking. If you decide to **cancel or reschedule a session appointment, you must do so at least 72 hours in advance**, or you will be billed for half of the total hours originally booked (or forfeit your deposit). Failure to attend (or failure to cancel a scheduled session prior to the original start time) will result in being billed for all of the total hours originally reserved; all future sessions will then *require* a deposit of 50% or more. In the unlikely event that an appointment is cancelled by BOVEMUSIC, a full reimbursement of any deposit shall be provided upon request. Please note: late arrivals will be charged from the start time of the original appointment.

Liability Policies

BOVEMUSIC provides NO insurance and assumes NO responsibility for any items including but not limited to: data, equipment, instruments, personal effects, foodstuffs, motor vehicles, or any other property or possessions that are lost, stolen, misplaced, damaged, destroyed, defaced or otherwise rendered useless (*This is especially important to keep in mind when leaving items or equipment overnight*). Conversely, the CLIENT assumes **complete** responsibility for any and all property of BOVEMUSIC and agrees to monetarily reimburse BOVEMUSIC full retail replacement cost(s) for any items including but not limited to: data, equipment, instruments, fixtures, appliances, furnishings, or any other property or possessions that are lost, stolen, misplaced, damaged, destroyed, defaced or otherwise rendered useless.

Data and Intellectual Property

All recorded material is stored as digital data on physical hard disk drives. While certain measures are taken to safeguard all data, **BOVEMUSIC cannot be held responsible for data loss!** The above named ARTIST maintains legal rights to all intellectual property in regards to the following: original song arrangements, musical or lyrical compositions, unprocessed recorded data, or anything relating to the creative process of song construction. BOVEMUSIC maintains the rights in regard to the following: signal chain, mixer settings, online and offline processing, or anything relating to the actual engineering, processing or production of or applied to the recorded sound.

Sole Representative

If circumstances are such that the above named ARTIST consists of more than one person (a group, a band, organization, etc...), or that some individual or legal entity other than the above named ARTIST (executive producer, producer, representative, record label, etc...) intends to take full responsibility for any and all terms of or relating to this agreement, BOVEMUSIC requires that a single individual or entity be determined to act as said CLIENT, and this single individual or entity shall become the sole representative and is bound by any and all terms of or relating to this agreement. This shall not limit BOVEMUSIC in seeking payment or retribution from any other sources including but not limited to the above named ARTIST or any related associates and/or affiliates.

By signing below, I hereby affirm and acknowledge the terms set forth in this agreement and I faithfully agree to adhere to any and all policies and guidelines thereof. Furthermore, I agree to act as said "CLIENT" thereof in whole or in part and I take full liability and/or financial responsibility as outlined in this contract. Also, by signing below, I hereby certify that any and all information I have provided is truthful and accurate.

(Please print clearly and legibly)

Name: (print) _____ CDL/ID#: _____

Billing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

SIGNATURE: (X) _____ **DATE:** _____