



General Terms and Conditions

By utilizing the services of Afterburn Recording Studios (referred to hereafter as "Studio"), the Client agrees to the terms and conditions set forth in this document.

For projects costing \$150 or less, payment for studio services is due in full before the first recording session begins. Payment may be made by cash or personal check. An additional fee of \$25 will be assessed on any returned check.

For projects costing in excess of \$150, a cash deposit of \$150 is required in advance of starting the first recording session. This deposit will be refunded to the client at the conclusion of the project's recording sessions and after all payments for services rendered have been provided. The deposit may be applied to the total cost of the recording services and media in lieu of a refund.

Any damages to the studio facilities, equipment, instruments, or personnel will result in the forfeiture of the deposit. Should the amount of damage exceed what is covered by the deposit, the Client will be responsible for compensating the Studio for the actual amount of damage incurred. The Studio reserves the right to pursue legal action to recover costs associated with damage above and beyond the initial deposit. Client agrees to cover any legal fees incurred by the studio associated with recovering such damages.

Receipt of recording media from Studio to Client is acknowledgement between both parties that the quality of all services rendered by Studio is satisfactory to Client and shall release studio from any and all liability regarding said recording media and services rendered.

Studio is not responsible for the lyrical content or musical material performed by the Client. The Client is responsible for adhering to any and all pertinent copyright laws.

Client may purchase the electronic data files used in the creation of their project for a fee of \$5 per CD-ROM. A typical session will require one CD-ROM per song to store the volume of raw data generated in the recording process.

Clients are free to create derivative works (remixes, overdubs, etc.) of their own material using the electronic data files provided by the Studio. Where modifications to the original final product have been made, the Client must take care to accurately credit which portions of the Studio's product remain in the new work. This stipulation is not intended to limit the use of the Client's material, but to ensure that the Studio's contribution, reputation and product quality is not misrepresented.

Studio shall endeavor to secure and archive all recording media (all master CDs, cassettes and all other magnetic or optical storage media) containing material performed by the Client on studio premises for a period of at least one year from the date of its creation, but is not responsible for loss or damage.

Studio may not be held liable for the loss of electronic data files created in the recording process due to power outages, flooding, natural disaster, mechanical failure, or losses brought about by the actions of the Client.

Client agrees to allow the Studio to use the Client's name, image, and samples of music recorded by the Studio for marketing purposes. The Studio will not make complete tracks of the Client's work available to the public through any means, mechanical or electronic without the specific consent of the client. The Studio agrees to fully credit the Client when using their likeness or material for marketing purposes.



Smoking is not permitted in the studio. An outside area is available for those who choose to smoke providing all litter be disposed of properly. Absolutely no illegal drugs are allowed on the premises of Afterburn Recording Studios or the attached property.

Food and beverages are permitted in the studio under supervision of Studio management. Damages to the facilities or equipment caused by spills will be addressed as stated in the preceding section on damages.

Referral Program

Clients receive credit for referring customers to the Studio that may be used to purchase additional Studio services. The Studio will record the monetary value of referrals made on an individual basis, and will not assign credits to a group or other entity, such as a band, unless the entity is incorporated. The named individual who receives these credits may combine their credits with others to redeem the free services.

Clients earn referral credits based on the dollar value of paid services referred to the Studio. For every \$1,000 worth of services referred to the Studio, the Client will receive \$100 worth of free services. The service credits may be applied to any package or promotion offered by the Studio at the time of redemption.

Clients do not receive referral credits for services purchased for themselves or their current band.

Clients may request information regarding the balance of their referral credits at any time by e-mailing the Studio at info@AfterburnRecording.com.

The Studio reserves the right to discontinue the referral program at any time. Clients who have unused referral credits may redeem them at a prorated value within a period of time to be determined by the Studio. For example, a Client with \$900 of referred services would be able to redeem \$90 worth of free services should the program be discontinued. Clients will be notified via e-mail or phone in the event that this program ends.

Project-Based Recording Packages

Most recording, mixdown, and post-production services performed by the Studio are priced by the project. Clients will be provided with a service contract agreement which includes a fixed-price quote for the total project before services are rendered.

Any additional work requested by the Client that is beyond the scope of the original agreement will result in additional cost to the Client. Additional costs will be determined by Studio management. An addendum to the service contract will be drawn up and signed by the Client.

Clients will receive one copy of their draft studio project after full payment for all services rendered has been received by the Studio. Client will have a period of one week to review the material and request changes. Permitted changes include modifications to track volume levels, effects, equalization, panning, and removing tracks. Requests to re-record existing tracks or add new tracks will result in additional fees. No more than two remixes of each song are allowed within the review week. Additional remixes may be purchased for \$25 per song.



11947 Avila Drive
Kansas City, MO 64145
816.522.7718
info@afterburnrecording.com

Studio reserves the right to end any project before completion and retain the deposit or prepayment for reasons including, but not limited to the following:

- Client is habitually late or cancels sessions with less than one week's notice. Exceptions will be made in the event of illness or family emergency.
- Client is not well-rehearsed or has not determined a final arrangement for their material.
- Client is verbally or physically abusive to Studio personnel.
- Client incurs damage to Studio property or premises
- Client does not abide by the terms and conditions listed herein.

Last updated August 20, 2004