

## STUDIO RECORDING AGREEMENT

This STUDIO RECORDING AGREEMENT (“Agreement”) is made effective as of the date stated on the Paid Booking Invoice (“Effective Date”) and is between Union Recording Studio, a California corporation (“Contractor”) and the person or company exactly as stated in the Client Contact form at the moment of accepting this agreement (“Client”).

### RECITALS

- A. Contractor is engaged in the business of providing services relating to studio recording, sound engineering, and music production (“Business”).
- B. Contractor provides the studio rental space at the location set forth in Exhibit 2 of this Agreement, as may be amended from time to time upon mutual agreement between Client and Contractor (such location, “Studio”).
- C. Client has agreed to engage the Contractor in accordance with the terms of this Agreement.
- D. Client may desire to engage Contractor to provide the sound engineering or music production services (“Services”), in which case such services will be set forth in Exhibit 2
- E. of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. License to Use Studio

- a. **License of Studio.** Subject to the terms of this Agreement, Contractor hereby grants to Client and Client’s representatives, agents, and guests (collectively, “Client Representatives”) a license to be present at the Studio and to use the equipment set forth in Exhibit 2 of this Agreement (“Studio Equipment”) during the time slots expressly agreed upon in writing between Contractor and Client (such license, “Studio License”). The nature of the Studio License is equivalent to accommodations at a hotel, whereby the entire Studio remains under the sole possession and control of Contractor. CLIENT ACCEPTS AND AGREES THAT THIS AGREEMENT CREATES NO TENANCY, LEASEHOLD, OR PERMANENT REAL PROPERTY INTEREST IN THE STUDIO COMPLEX.
- b. **Terms and Conditions of Studio Use.** Client acknowledges and agrees that if Client or Client’s Representatives intentionally or negligently fail to abide by the Terms and Conditions of Studio Use attached hereto as Exhibit 1 (“House Rules”) then such violation will be considered a violation of the terms of this Agreement and Contractor’s obligations to provide the Studio License and to perform the Services under this Agreement will be fully discharged, subject to Section 9 below, and Contractor will not have any obligation to provide a refund for any paid amounts if Client or Client’s Representatives are denied further use of the Studio due to a violation of the House Rules. Client shall provide a copy of the House Rules to all Client

Representatives, and the Client shall cause all Client Representatives to review and place initials on the House Rules.

## **2. Sound Engineering/Producer Services**

c. **Performance of Services.** If Client elects to engage Contractor to provide Services, Contractor shall provide the Services to the Client for the duration of the Term (as defined in Paragraph 9(a) hereof), subject to the provisions of this Agreement. If the Client requires the service of session musicians or backup singers, the Client will be responsible for arranging for and paying said musicians or singers. If the Client requests the Contractor to arrange for session musicians to be at the recording session, the arrangement will be between the musician and Client. The Studio will not be responsible for the failure of musicians to show up on time nor for the performance of the musicians.

d. **Delivery Timeline.** Subject to the provisions of this Agreement, Contractor shall perform the Services within the delivery timeline set forth in Exhibit 2 of this Agreement (“Timeline”), if any. Notwithstanding any provision to the contrary, Client acknowledges and agrees that delays by the Client or by third parties introduced to Contractor by the Client may affect Contractor’s ability to perform the Services within the Timeline (“Client Delays”). In the event of Contractor’s nonperformance of the Services due to Client Delays, Contractor’s nonperformance shall not be, and shall not be deemed to be, a breach of this Agreement.

e. **Adjustments to Services.** Client acknowledges and agrees Adjustments to Services (as defined below) may occur during the Term. “Adjustments to Services” means any changes to the nature or scope of the Services (i) based on changes to Client’s creative or business plans and goals or (ii) as a response to the effects of the services provided by the Contractor. Notwithstanding any provision to the contrary, such Adjustments to Services shall be evidenced by written communications, whether electronic or otherwise, between the Contractor and the Client.

f. **Force Majeure Delay.** If Contractor’s performance of the Services is prevented or interrupted due to epidemic, power outage, fire, action of the elements, labor disputes, governmental action or order, act of God, public enemy, wars, riots, civil commotion, or any other event reasonably beyond the Contractor’s control (“Force Majeure Event”), the Contractor’s obligations to perform all Services before the end of the Term will be extended for the number of days the Force Majeure Event existed, plus two (2) weeks in addition thereto.

## **3. Compensation and Payment**

a. **Payment for Services.** Subject to the provisions of this Agreement, the Client shall pay to the Contractor the compensation amounts in accordance with the payment schedule set forth in Exhibit 2 of this Agreement (such compensation amounts, “Payment,” and such schedule, “Payment Schedule”).

b. **Late Fees, Interest, and Collection Costs.** Subject to the terms of this Agreement, if the Contractor has not received full payment within thirty (30) days of an invoice date, the Contractor reserves the right to charge late fees and interest up to the maximum rates permissible under applicable law. If the Client fails to pay an invoice within thirty (30) days, the Contractor will use

reasonable effort to contact the Client and request payment. After reasonable effort, if the Contractor's invoice remains unsatisfied, the Client hereby consents to the Contractor's supplying all relevant billing and invoicing information relating to the Client's file to a collection agency for collection, and the Client further consents to the Contractor's reporting (directly or through a collection agent) such non-payment to a credit reporting agency. The Client agrees to pay all of the Contractor's collection agent costs and expenses.

c. **Cleaning Fee.** In case Client licenses the Studio without the presence of any Contractor Agent (as defined below), Client will be responsible for cleaning fees if the actions of Client or Client's Representatives result in a need to clean the Studio.

d. **Obligations in Event of Cancellation.** If Client cancels or reschedules Client's scheduled time in the Studio with less than a forty-eight (48) -hour notice before scheduled session, Client will forfeit any paid deposit. For sessions scheduled less than forty-eight (48) hours before the session, any paid deposit is non-refundable.

e. **Reimbursement of Expenses.** The Client shall reimburse Contractor for all of the following expenses incurred during the performance of the Services, subject to advance approval from Client:

- i. Expenses of obtaining the rights to incorporate any intellectual property belonging to a third party;
- ii. Expenses of traveling more than forty (40) miles from the Contractor's office address listed in Paragraph 11(b) of this Agreement; and
- iii. Any and all other expenses explicitly set forth in Exhibit 2 hereof.

f. **Stored Payment Method and Card-on-File Authorization.** Client acknowledges and agrees that, as a condition of booking and/or paying any invoice online or by credit or debit card, Contractor (through its third-party payment processor) will securely retain Client's credit or debit card information ("Card on File"). Client expressly authorizes Contractor to charge the Card on File for any and all amounts Client owes or becomes obligated to pay under this Agreement, including without limitation: (i) the balance of any session, rental, or service fees; (ii) charges for additional or extended Studio time under Exhibit 2; (iii) late-cancellation, rescheduling, no-show, and forfeited-deposit amounts under Section 3(d); (iv) cleaning fees under Section 3(c); (v) amounts for loss of or damage to the Studio, Studio Equipment, or Contractor's property under Section 3(g) and Exhibit 1; and (vi) any late fees, interest, or collection costs under Section 3(b). This is a continuing authorization that remains in effect for the duration of the Term and for any subsequent bookings, and survives the completion of any individual session, until revoked by Client in writing. Revocation does not relieve Client of any payment obligation incurred prior to, or arising out of, any booking made while the authorization was in effect.

Client further acknowledges and agrees that all charges made by Contractor to the Card on File for Studio time, services, fees, and other amounts authorized under this Agreement are valid, authorized charges for goods and services actually requested and/or received by Client. Client agrees to contact Contractor in writing and to make a good-faith effort to resolve any billing

concern directly with Contractor before initiating any chargeback, payment dispute, or reversal with its card issuer or payment processor, unless prohibited by applicable law or card-network rules. Client acknowledges that this Agreement, the applicable invoice, Client's electronic acceptance hereof, and Contractor's booking, check-in, and session records may be submitted to any card issuer or payment processor as evidence of Client's authorization.

**g. Charges for Damage, Loss, and Cleaning.** As set forth in Section 8 (Indemnification) and Exhibit 1 (House Rules), Client is responsible for any loss of or damage to the Studio, the Studio Equipment, the premises, or any other property of Contractor caused by Client or any Client Representative or guest during, or in connection with, Client's session or rental. Client expressly authorizes Contractor to charge the Card on File for the reasonable cost of repairing or replacing any such damaged or lost property, and for any cleaning required to return the Studio to its pre-session condition as a result of the actions of Client or any Client Representative or guest. Contractor will, within a reasonable time, provide Client with a written, itemized description of the loss, damage, or cleaning and the corresponding charge, together with supporting documentation (such as photographs, repair or replacement estimates or invoices, or cleaning costs) where available. The amount charged shall not exceed the reasonable cost of repair or replacement of the affected property or the reasonable cost of the required cleaning. Nothing in this Section limits Contractor's other rights or remedies under this Agreement or applicable law.

#### **4. Intellectual Property Rights and Assignment**

**a. Copyright Ownership.** Unless otherwise set forth in any exhibit or other attachment incorporated into this Agreement, at all stages of development, all rights, title, and interest pertaining to any and all copyrightable work products of the Services (collectively, "Work Product") will be the exclusive property of the Client. At the Client's sole discretion, the Client may make any changes in, deletions from, or additions to any Work Product. If for any reason the results and proceeds of the Services hereunder are determined not to be the sole and exclusive property of the Client, Contractor hereby irrevocably transfers and assigns to the Client all rights, title, and interest therein, including all copyrights, as well as all renewals and extensions thereto; provided, however, any and all elements, concepts, and ideas contained in the Work Product that are not protectable legally under U.S. copyright law or that are in the public domain may be used by Contractor and Contractor's assignees and licensees (through multiple levels of assignees and sublicensees) without any obligation or payment whatsoever to Client. In the event that the Client desires for the Contractor to execute any additional instruments and perform any such other acts as the Client may deem necessary to secure for the Client or any of its designees all such rights, title, and interest herein assigned ("Additional Copyright Formalities"), Contractor shall execute any all such Additional Copyright Formalities; provided, however, Client shall be responsible for any and all additional costs charged by third parties during the execution of the additional Copyright Formalities and shall reimburse the Contractor for any and all such costs associated with the execution of Additional Copyright Formalities that were actually incurred by the Contractor.

**b. Limited Licenses.** Solely to the extent necessary to facilitate Contractor's performance of the Services, Client hereby grants to the Contractor a non-exclusive, revocable, worldwide, royalty-free license to use any and all intellectual property belonging to or licensed by the Client

("License for Services"). If the Client wishes to revoke the License for Services, the Client acknowledges and agrees that such revocation may inhibit the ability of the Contractor to perform the Services, and Client hereby excuses any nonperformance of the Services that may result from such revocation of the License for Services. In addition, solely with Client's prior consent, Contractor may use portions of Work Product for purposes of marketing the Contractor's Business and services. Notwithstanding the foregoing, Contractor shall not use any Work Product for such marketing purposes (a) before the date on which the Work Product has been published by Client or Client's authorized representatives; or (b) to an extent that is more than commercially reasonable for marketing the Contractor's Business and services.

c. **Attribution.** In the event that Client or Client's designee elects to use any Work Product or any part thereof, the Client shall provide or shall cause to be provided to the Contractor the attribution or credit set forth in Exhibit 2 hereof ("Attribution"). If Client and Contractor intend for any Contractor Agent to receive compensation for such Contractor Agent's contributions to any Work Product, the Client shall cause applicable letters of direction to be sent to SoundExchange and any other agency or organization that distributes royalties to sound engineers or music producers.

d. **Promotion.** Contractor hereby grants to the Client the irrevocable right to issue and authorize publicity concerning the Contractor and to use the name (including any trademarks or brand features) of Contractor in connection with the distribution, exhibition, advertising, and exploitation of the Work Product to the extent such promotion does not violate the provisions of Paragraph 5.

e. **Contractor's Posting and Reposting of Client's Social Media Posts.** Client acknowledges and agrees that the Contractor may post and/or repost any social media posts made about Client, whether by Client or any other party, for purposes of marketing the Contractor's Business and services through association with the Client. Contractor may further include the Client in a client list.

f. **Use of Client Name, Likeness, and Public Content for Promotion.** Client grants Contractor the right to use Client's and Client Representatives' names, images, photographs, voices, and likenesses, together with Client's publicly available social media posts and other publicly available content (for example, Client's public Instagram posts), for the purpose of promoting and marketing Contractor's Business, including without limitation on Contractor's websites, social media accounts, blog, and other promotional channels. For ordinary recording sessions and studio rentals, Contractor will use only content that is publicly available or that Client has otherwise made publicly available. In addition, where Client purchases photo or video production services from Contractor, Client agrees that Contractor may use a portion of the resulting photographs and video materials to promote Contractor's Business on its websites and other promotional channels; this sentence applies only to materials created through such photo or video production services. Contractor will never sell, license, or share Client's recordings without Client's prior written consent, and Contractor's use of Work Product for marketing remains subject to Section 4(b). Client may withdraw the permissions granted in this Section by notifying Contractor in writing, in which case Contractor will use commercially reasonable efforts to discontinue prospective use of the affected materials. If any individual appearing in such materials is under the age of eighteen (18), Client represents that the consent of that individual's parent or legal guardian has

been or will be obtained, and Client shall provide evidence of such consent to Contractor upon request.

## **5. Confidentiality; Nonsolicitation; Noncircumvention**

a. **Confidentiality.** The Contractor acknowledges its responsibility, both during and after the Term, to use all commercially reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data disclosed by the Client to the Contractor for purposes of the Contractor's performance of the Services under this Agreement. In the event that the Client desires to impose stricter obligations of confidentiality on the Contractor, the Client may request that Contractor execute a separate confidentiality agreement drafted by Client ("Separate Confidentiality Agreement"). Notwithstanding any provision to the contrary, if Contractor elects to execute the Separate Confidentiality Agreement, (i) the terms of the Separate Confidentiality Agreement will govern only with respect to the parties' obligations of confidentiality under this Paragraph 5(a), and (ii) such obligations of confidentiality contained in an executed Separate Confidentiality Agreement will be made a part of this Agreement and are hereby incorporated by reference into this Agreement.

b. **Direct-Booking Protection.** Client agrees that, during the Term and for a period of six (6) months following the end of the Term ("Nonsolicitation Period"), Client shall not use any introduction to, or relationship with, any of Contractor's employees, consultants, contractors, or subcontractors who assist the Contractor in the provision of services to the Client (each, individually, a "Contractor Agent" or, collectively, "Contractor Agents") that arises from this Agreement to bypass Contractor, to avoid payment owed to Contractor, or to privately arrange the same or a substantially related session, rental, production, or engineering service outside of Contractor's booking process, except with Contractor's prior written consent. Nothing in this Agreement is intended to, or shall be construed to, prohibit any Contractor Agent from engaging in any lawful profession, trade, or business, and this Section shall be limited or eliminated to the minimum extent necessary to comply with applicable law, including California Business and Professions Code § 16600.

c. **Noncircumvention.** During the Term and the Nonsolicitation Period, unless Contractor provides prior written consent, the Client shall not take any actions whatsoever that could have or that do have the effect of circumventing the Client's obligations under this Agreement, including, without limitation, the execution of any third-party agreements, whether written or oral, that originate as a result of the Client's execution of this Agreement.

**6. Relationship of the Parties.** Contractor is an independent contractor of the Client, and this Agreement does not create, and shall not be construed to create, any association, partnership, joint venture, employment, or agency relationship between Client and Contractor for any purpose.

## **7. Representations and Warranties**

As of the Effective Date, the parties represent and warrant as follows:

a. **Representations of Contractor.** The Contractor warrants and represents that the Contractor has full power to enter this Agreement and to grant to Client all rights herein granted. The Contractor further warrants and represents that the Contractor's contributions to the Work

Product are wholly original with Contractor or with the Contractor Agents, except as to matters within the public domain and except as to material inserted by the Contractor or the Contractor Agents pursuant to specific instructions of the Client.

b. **Representations of Client.** Client warrants and represents that Client has full power to enter this Agreement and to grant to the Contractor all rights herein granted. Client further represents and warrants that Client has not entered into and does not plan to enter into any agreement of any kind that may interfere in any way with the complete performance of this Agreement. The Client further warrants and represents that the Client's contributions to the Work Product are wholly original with the Client, except as to matters within the public domain and except as to material inserted by Client pursuant to specific instructions of the Contractor, and that the Work Product do not infringe upon any intellectual property rights or violate any laws.

**8. Indemnification.** Each party shall defend, indemnify, and hold harmless the other party and the other party's affiliates and their officers, directors, employees, agents, successors, and permitted assigns (collectively and respectively for each party, the "Indemnified Parties") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) (collectively the "Claims") arising out of or resulting from each such indemnifying party's breach of any representation, warranty, or obligation under this Agreement. Provided, however, that Contractor's obligation either to defend and indemnify, or both, shall not exceed the value of the moneys actually paid to Contractor under this Agreement at the time Client demands indemnification or defense. Without limiting the generality of the foregoing, Client shall defend, indemnify, and hold harmless Contractor and Contractor's Indemnified Parties from and against all Claims arising out of or resulting from Client's use of Studio Equipment and Studio. Client agrees that Contractor will not be held liable for (i) any personal injury or consequential damage of any nature whatsoever, however caused, that may be suffered by Client or by any Client Representative who may be using the Studio Equipment or the Studio; or (ii) any loss or damage of any nature to any property belonging to the Client or the Client's Representatives while such property is in the Studio. Notwithstanding the foregoing, nothing in this Section limits or excludes any liability to the extent such limitation or exclusion is prohibited by applicable law, including liability arising from Contractor's fraud, willful misconduct, gross negligence, or violation of law.

## 9. Term and Termination

a. **Term.** The term of this Agreement will begin on the Effective Date and will terminate on the earlier of (i) the date Contractor completes the provision of the Services to the Client under this Agreement and Contractor has been paid the maximum amount of compensation as provided in Paragraph 3 hereof; or (ii) the date this Agreement is terminated in accordance with Paragraph 9(b) hereof ("Term"). Any extension of the Term will be subject to mutual written agreement between the parties.

b. **Termination upon Notice.** Subject to the provisions of Paragraph 5 hereof, either party may terminate this Agreement for any reason with or without notice but subject to Contractor's then-effective cancellation policy. Notwithstanding the foregoing, Client's provision of the notice of termination will not affect Client's obligation to pay the remainder of compensation for all project phases that Contractor had started prior to the date on which Contractor received notice of Client's intent to terminate the Agreement.

c. **Contractor's Deliverables upon Termination.** Upon expiration or termination of this Agreement for any reason, Contractor shall within fifteen (15) days after such expiration or termination deliver to the Client all Work Product in Contractor's possession as of the termination, but only if Contractor has received all Payment owed by Client under this Agreement. For ordinary recording sessions and studio rentals, Client is solely responsible for bringing storage media and for taking possession of all session files, audio files, and project files at or before the end of the session. Contractor does not store, back up, retain, or guarantee the recovery or later availability of any such files. Studio computers and equipment are reset between sessions and rentals, and any files remaining on Contractor's computers or equipment after a session are permanently deleted, for the privacy and security of all clients. The foregoing fifteen (15)-day delivery obligation applies only to Work Product that Contractor expressly agreed in writing to deliver after the session, and only after all amounts owed have been paid.

d. **Client's Deliverables upon Termination.** Upon expiration or termination of this Agreement for any reason, or at any other time upon the Contractor's written request, Client shall within five (5) days after such expiration or termination:

- i. Deliver to the Contractor all equipment (including Studio Equipment), tools, hardware, software, or other materials provided for Client's use by the Contractor; and
- ii. Deliver all Payment due for the Services performed and Work Product Created by the date of termination, in accordance with Paragraph 9(b) above.

e. **Survival of Provisions.** Provisions that, by their content, are intended to survive the performance, termination, or expiration of this Agreement will survive the performance, termination, or expiration of this Agreement, including but not limited to the intellectual property, confidentiality, indemnification, and limitation of liability provisions of this Agreement.

**10. Limitation of Liability.** EXCEPT AS MAY BE APPLICABLE UNDER PARAGRAPH 8 OF THIS AGREEMENT, IN NO EVENT WILL CONTRACTOR'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF ANY PORTION OF THE PAYMENT PAID BY CLIENT (AFTER ACCOUNTING FOR ALL DEDUCTIONS AND OTHER OFFSETS PROVIDED FOR UNDER THIS AGREEMENT). THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WHETHER OR NOT THE PARTIES WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Client agrees that (i) the agreements made in this Section reflect a reasonable allocation of risk and (ii) that Contractor would not enter into the Agreement without these limitations on liability. Notwithstanding the foregoing, nothing in this Agreement limits or excludes any liability to the extent such limitation or exclusion is prohibited by applicable law, including liability arising from Contractor's fraud, willful misconduct, gross negligence, or violation of law.

## **11. General Provisions**

a. **Assignment and Delegation.** Both parties may freely assign their rights or delegate their obligations under this Agreement at any time. This Agreement will be binding on, and inure to

the benefit of, and be enforceable against, each of the parties hereto and their respective successors and assigns.

b. **Notices.** Unless provided for to the contrary in this Agreement, any and all notices or other communications or deliveries required or permitted to be made under this Agreement will be in writing and (a) if sent to the Contractor, to: Union Recording Studio, Attn: Union Recording Studio, P.O. Box 6453 Brandon FL 33508 email: info@mail.unionrecordingstudio.com, or the contact information provided at a later date by the Contractor; and (b) if sent to the Client, to the address set forth in Exhibit 2 hereof. Notice will be deemed given (i) upon receipt when delivered personally or by overnight courier (signature required upon receipt), (ii) upon verification of receipt of registered or certified mail, (iii) upon verification of receipt via facsimile, provided that such notice is also sent simultaneously via first class mail, or (iv) upon the intended-notice recipient's response by email that the intended-notice recipient in fact received notice-by-email. Contact information shall be updated in writing as necessary to ensure that each party has current information regarding all such contracts.

c. **Severability.** If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties.

d. **Waiver.** Any delay or failure to require performance of any provision of this Agreement will not constitute a waiver of such provision as to that or any other instance.

e. **Merger, Amendment, and Interpretation.** This Agreement supersedes any prior or contemporaneous communications, commitments, promises, or agreements, whether oral or written, with respect to the subject matter hereof. All recitals and schedules, exhibits, invoices, and other attachments to this Agreement are hereby made a part of and incorporated by reference herein. This Agreement sets forth the entire understanding and agreement between the parties and, except as otherwise set forth herein, may be amended only in a writing signed by both parties. Headings contained in this Agreement are for convenience only and will not be interpreted to limit or otherwise affect the provisions of this Agreement. This Agreement will be construed as if jointly drafted by the parties.

f. **Governing Law and Venue.** The validity, construction, and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto, will be governed and construed in accordance with the laws of the State of California applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law provisions of the State of California.

g. **Arbitration.** Any dispute arising from or relating to the subject matter of this Agreement or Contractor's performance of services shall be finally settled by binding arbitration in Los Angeles County, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving contract and music industry disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with

the Arbitration Rules and Procedures of JAMS. The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of such prevailing party's reasonable expenses (including reasonable attorneys' fees, expert witness fees, and all other expenses) incurred in connection therewith. For consumer disputes, this arbitration provision shall be interpreted and administered consistent with the applicable JAMS Consumer Minimum Standards and California law, and nothing in this Agreement requires a consumer to pay fees, costs, or expenses in a manner prohibited by applicable law or those standards. Notwithstanding this Section, either party may bring an individual claim in small claims court where permitted by law.

h. **Prevailing Party.** In the event of any action or dispute between the parties arising from or out of this Agreement being filed and adjudicated by a court of competent jurisdiction or mutually agreed-upon arbiter, the prevailing party shall be entitled to recover all reasonable attorneys' fees and expenses incurred in connection with such dispute from the non-prevailing party, including but not limited to such fees and costs incurred with respect to any appeal of such adjudication. For consumer disputes, any award of attorneys' fees, arbitration fees, expert fees, or costs shall be made only to the extent permitted by applicable law and the applicable JAMS Consumer Minimum Standards.

i. **Counterparts.** This Agreement may be executed in one or more counterparts and delivered by facsimile or electronic mail. Each such counterpart will be deemed an original and all such counterparts, when taken together, will constitute one and the same instrument.

j. **Privacy Policy.** Contractor's collection, use, and storage of Client's personal information, including any stored payment information, is governed by Contractor's Privacy Policy, available at <https://unionrecstudios.com/privacy-policy/>, as updated from time to time.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the Effective Date.

**CONTRACTOR:**

UNION RECORDING STUDIO,  
a California corporation  
d/b/a Mix Recording Studio  
d/b/a Zoom Recording Studio

By: *Maria Podyacheva*

---

Name: Maria Podyacheva

Title: Authorized Representative

**CLIENT:**

Accepted electronically by the Client, identified exactly as stated in the Client Contact form, by accepting this Agreement and paying the Paid Booking Invoice. The date, identity, and acceptance are recorded electronically by Contractor and form part of this Agreement.

## EXHIBIT 1

### Terms and Conditions of Studio Use (“House Rules”)

**1. Personal Conduct.** Union Recording Studios, a California corporation (“we,” “our,” or “the studio”) has a zero-tolerance policy for conduct that negatively impacts our staff, equipment, premises, facility, business reputation, and broader community. Such conduct is grounds for immediate removal from our premises. Examples of such conduct include: vandalism, littering, harassment, intimidation, weapon use and any kind of illegal behavior.

**2. Smoking, Drugs, Weapons and Alcohol.** Smoking, vaping, drug use, any types of weapons, and alcohol use are strictly prohibited in studio rooms, any common areas, which include lounges, hallways, front desk, bathrooms, outdoor areas, and parking areas. Violations of this policy may result in cancellation of a recording session without refund.

**3. Business Use.** Our premises are used strictly for business and related activities. The use of our premises as a living or sleeping quarters is strictly prohibited. The use of our premises for parties and public gatherings is prohibited.

**4. Guests.** Our premises are not open to the public and we reserve the right to refuse entry to anyone. If you are a client of ours or have been provided with a license to be present on the premises, all of your guests must be met in person by you or your legal representatives (“Authorized Individuals”) outside the entry door. All guests must be accompanied by Authorized Individuals at all times. All of your guests must be caused to review and sign these House Rules prior to using our premises.

**5. Harm to Person and Loss or Damage to Property.** You, your legal representatives, and any guests authorized by these House Rules are responsible for all property belonging to each of you, and we are not liable for any physical or emotional harm or loss of or damage to personal property that occurs on our premises. You are solely responsible for any loss of or damage to our equipment or property that occurs as a result of the actions of you and yours on our premises. We shall use reasonable efforts to secure all recording media (including master tapes, slave files, final mixes, DATs, cassettes, and all other magnetic media storage devices) belonging to you and stored on the studio premises, but we are not liable for loss of or damage to such recording media. All original files and media must be stored on your own hard drives. If damage to recording media results from our gross negligence, then we shall be responsible for no more than the value of the studio time devoted to such recording media. Nothing in these House Rules limits or excludes any liability to the extent such limitation or exclusion is prohibited by applicable law, including liability arising from the studio’s fraud, willful misconduct, gross negligence, or violation of law.

**6. Use of Studio Equipment.** You must use the studio equipment and resources only for its intended purposes, and you must not use any studio equipment or resources for the performance of any illegal or unauthorized activity, including, without limitation, activity that would be deemed copyright infringement. Each time you depart the premises, you must ensure that the studio is in the same condition as it was at the beginning of your use of the studio. This includes returning all furniture and equipment to the position where it was at the beginning of your use of the studio.

**7. Management of Studio Time.** The timeslot for which your use of the studio has been scheduled is inclusive of all studio time, recording time, and breaks. If you arrive late or elect to take breaks, you will not be entitled to any additional studio time, and no adjustments will be made to the timeslot as a result of such issues.

**8. Capacity, Safety, and Additional Rules.** Maximum room capacity must be observed at all times. The studio may remove any person who is intoxicated, threatening, disruptive, refusing to follow staff instructions, or creating a safety risk. You are responsible for all of your guests, including guests whose names were not submitted in advance. Security cameras may be used in common areas (never in restrooms or changing areas) for safety, loss prevention, and rule enforcement, and notice of such cameras will be posted on the premises. Exits, hallways, stairways, and entrances must not be blocked. No firearms or weapons of any kind are permitted, even if legally possessed, except by active law-enforcement officers where legally required. No open flames, candles, fog machines, confetti, glitter, paint, smoke effects, or liquids are permitted near equipment without Contractor's prior written approval.

**I HAVE READ THE ABOVE AND UNDERSTAND THAT MY VIOLATION OF THE HOUSE RULES MAY RESULT IN TERMINATION OF THIS AGREEMENT.**

## EXHIBIT 2

### **Studio**

The recording studio listed on the applicable invoice for each recording session.

### **Services**

“Services” will mean the following:

- Provision of the Studio License to Client and Client Representatives, as agreed between Client and Contractor on a case-by-case basis; and
- Provision of services of a sound engineer or music producer, as agreed upon by Client and Contractor on a case-by-case basis.

### **Studio Equipment**

Full list of equipment can be found at the URL for the recording studio listed on the applicable invoice for each recording session. As of the Effective Date, the URLs for recording studios are as follows:

<http://www.unionrecstudios.com/>

<http://www.mixrecordingstudio.com/>

<http://www.zoomrecordingstudio.com/>

### **Payment**

Client shall pay Contractor the rates set forth in the invoices provided by Contractor to Client.

In the event that Client does not vacate the Studio within fifteen (15) minutes after the scheduled termination of the Studio session, Client shall pay for an additional hour of Studio time.

Client shall pay for all scheduled Studio time, if such Studio time was not cancelled in accordance with Contractor’s then-effective cancellation policy (as stated on the latest invoice presented to Client). This includes, without limitation, payment for all scheduled time, even if Client has no further desire to use the Studio during the scheduled time.

If Client is late in arriving to the Studio by more than twenty (20) minutes after the scheduled start time, Contractor may release the Client’s hold on the Studio, and Client will not have any priority to use the Studio, even if Client arrives within the scheduled Studio time.

Client may extend Client’s time within the Studio upon payment of the hourly rate, but only if there is available Studio space for the requested time slot.

### **Payment Schedule**

Client shall make payment to Contractor by cash or credit/debit card no later than the end of each recording session. Any additional charges incurred in accordance with this Agreement must be paid upon the completion of the recording session.

Client acknowledges and agrees that Contractor has no obligation to transfer possession of any Work Product prior to Contractor's receipt of all amounts owed by Client under this Agreement.

**Timeline**

Exactly as it is stated on the Paid Booking Invoice

**Attribution (if blank, then no Attribution is required)**

Client shall make commercially reasonable efforts to cause Contractor's Agent to receive credit substantially in the following form: "Sound Engineer: [Contractor's Agent's Name]." The size, style of type, duration, and other attributes (except position) of Contractor's Agent's credit shall be determined in accordance with music industry practices relative to sound engineers. Contractor agrees that no casual or inadvertent failure to accord proper credit to Contractor's Agent shall be a breach of this Agreement; provided, however that Client shall use Client's commercially reasonable efforts to prospectively cure any such failure.

**Client's Contact Information**

The Client's primary contact details — including full name, address, phone, and email — are exactly as stated in the Client Contact form and the Paid Booking Invoice associated with this booking at the moment of accepting this Agreement, and are incorporated herein by reference.

The guests attending the session are those listed by the Client in the Client Contact form for the applicable booking.