THE DIGITAL AGE

In this age of digital recording, audio, video, and session file usage and storage have become major issues for studios and clients. Due to the unreliable nature of this digital world, "ABC Ultimate Studio" will not guarantee the safe use or storage of digital audio files. We strive to do our best with file manipulation and storage, but there are many things out of our control. For example, there are often "bugs" in operating systems and attendant software; hardware components that suddenly become defective in hard drive power supplies and IC boards; glitches in the operations of complex computer functions, etc., that cause from time-to-time losses in data. Although such losses are infrequent, "ABC Ultimate Studio" accepts no liability for the usage or storage of any data or files.

DIGITAL FILE STORAGE

It is advised for every client to provide for digital file storage backups. There are several ways to do this:

- 1. 1. Purchase a dedicated drive that audio/video and session files may be stored on.
- 2. 2. Bring your own clean studio compatible drive(s) to the session.
- 3. 3. Purchase blank compact discs or DVDs from "ABC Ultimate Studio" for archiving any files that may have been originally stored/used on an in-house "ABC Ultimate Studio" drive.

We strongly advise that you buy or provide a second drive for backing up all important files in the event the primary drive(s) in use should fail for any reason. This should be done throughout your studio session. This is like backing up any important data files in any business, typically on a daily or timed basis as many software programs automatically do, to hopefully be protected if anything were to happen to the primary storage or use of such data.

Again, we strongly advise you to maintain a backup storage solution for all important files. "ABC Ultimate Studio" will not be responsible for any losses of data during use or during storage of any such files. "ABC Ultimate Studio" recommends you instruct the recording engineer to back-up your data at close intervals throughout your session to your secondary back-up solution such as a second hard drive

We advise you to then take your storage media/device(s) with you upon your departure from the studio session. "ABC Ultimate Studio" assumes no responsibility and makes no representations either express or implied regarding safety and replacement of any hard drives,



master or other audio/video files, or any type of recordings left at the studio. Again, we encourage you to take your file storage media/device(s) home with you as we do not warrant or guarantee the safety or functionality of such storage devices.

FILE TRANSFER TIME

File transfer time is billable at set transfer rates. (HINT: Bring a fast drive.) You are advised to provide or buy a hard drive or other storage media/device and instruct us to transfer your files to it if such files were created temporarily on "ABC Ultimate Studio" in-house hard drive. Please do not leave your storage device at "ABC Ultimate Studio" as we do not guarantee its safety.

RATES

Please <u>check here</u> block and Add-on rates **or** call us at **1-954-900-3957 or** contact us <u>here</u> for current block rates and charges. Block Rates are set on a per hour basis for all audio and video services. Our rates are reasonably affordable to work within most client's budget. as of 03/23/2022.

STUDIO SETUP POLICIES

"ABC Ultimate Studio" policy for sessions and studio time is as follows:

- 1. A) Sessions start at the scheduled studio time.
- 2. B) Sessions generally end at the scheduled time.

Please send any files that are needed for your session BEFORE your scheduled session. OR... bring a USB storage device with your files on it. If you are bringing any equipment to the studio, please make sure we are informed of this when booking your session. The engineer may also be placing microphones, setting up headphone stations, setting up the session file/s (if we have not been previously informed).

PAYMENT TYPES

Credit/Debit Card and **PayPal** are accepted at this time (03-23-2022) via our online bookings. Should you have any issues, please let us know.



PRODUCTION AND TALENT

Producers for all types of projects Custom music beds/jingles/sound effects Studio musicians Music composing, arranging and Video editing Voice Overs Vocal Dubs.

PAYMENT/BOOKING POLICIES

Payments are made in full at initial online booking.

Notice of a client's intent to cancel a session must be received by "ABC Ultimate Studio" <u>within</u> <u>stipulated times</u>. If notice is not received by "ABC Ultimate Studio", the client shall be liable for the full cost the time booked.

Any unused time booked will remain as charged and paid (via our online booking system **prior to actual Session Date & Time**) to the client irrespective of client's failure to arrive for a session on time, or in the event that the client must leave the session early, or if the session is completed before the booked time has expired.

Payment is in full for materials and fees are due at the point of online booking, save in the instance where further bookings were made in addition previously and being used block session/s. "ABC Ultimate Studio" reserves the right to make other financial arrangements with its clients. **Client(s) will pay all** "ABC Ultimate Studio" attorney's fees associated with financial collection processes for any and/or all services rendered by "ABC Ultimate Studio" and/or materials purchased for said booking.

No audio/video and/or session files recorded at "ABC Ultimate Studio" shall be released to clients until all open accounts have been settled and all checks tendered as payment have cleared "ABC Ultimate Studio's" account.

Clients assume all risks associated with storing, on or off the premises of "ABC Ultimate Studio", or "ABC Ultimate Studio's" use of, any and all sound recordings, video recordings, digital data in any storage format including but not limited to audio, video, midi, or other file types, or equipment of any kind or nature and shall hold "ABC Ultimate Studio" harmless from any and all damage that might occur to said articles for any reason. In any event, "ABC Ultimate Studio's" liability shall be limited to the replacement cost of an unrecorded media device or hard drive of comparable value. "ABC Ultimate Studio's" liability with respect to "downtime" of any and all studio sessions as a result from equipment malfunction or availability, personnel, hired musicians, acts of nature or public utility companies, etc., shall be limited solely to the studio time of such booked session; and client(s) agree to hold "ABC Ultimate Studio" harmless from any and all damages from such "downtime".



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"ABC Ultimate Studio" makes no warranties either express or implied other than those contained herein. "ABC Ultimate Studio" shall not be liable for unforeseen of consequential damages of any kind. Should "ABC Ultimate Studio" be unable to conduct a booked session for any reason, then "ABC Ultimate Studio" warrants that it shall re-book such canceled booking at another time that is mutually available to "ABC Ultimate Studio" and the client.

RESCHEDULING POLICY: You are allowed to **reschedule your session only one time**. Any subsequent rescheduled sessions after the initial change will result in the forfeit of prepayment. Any changes made after the 24-hour deadline will result in a cancellation fee equal to the total amount of the scheduled studio time or a forfeit of prepayment.



MISSED APPOINTMENT POLICY: A **"missed appointment"** is when a person does not show up for their appointment and does not cancel the appointment in advance of the scheduled date and time. If you do not show up for your appointment and you also do not cancel the appointment 24 hours in advance, ABC Ultimate Studio will record this as a **"missed appointment" resulting in a missed appointment fee equal to the total amount of the scheduled studio time or a forfeit of any made prepayment**.



PAYMENTS AND FEES: We accept major label PO'S, cash, wire transfers, and credit card/debit cards. There is a 4% processing fee when accepting credit card payments. A \$15.00 wire transfer fee will be applied to all wire transfers.



YOUR GUESTS: We allow a maximum of 3 guests allowed per session in our facility, **except if they are directly participating in your session** e.g., backup singers and musicians. No children or pets permitted our facility.



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Rates, policies, and equipment may change without displayed, written or verbal notice.

Thank you

ABC Ultimate Studio Management

Effective as of 03/23/2022

