

# Eclectica Studios – Tim Dolbear

## Client Recording Agreement

### **Govern:**

In situation where you, the client and Tim Dolbear have entered into a PRODUCER AND RECORD COMPANY/ARTIST AGREEMENT, The PRODUCER AND RECORD COMPANY/ARTIST AGREEMENT shall take precedence and shall govern the working partnership between client and Tim Dolbear with regards to payment, points, and all other topics cover herein.

### **Mixing/mastering client Guidelines:**

Normal per song mixing rate, including mastering: \$800/song or based on project budget and size. Payment is due upon receipt of first version of mix, usually 3-4 days after receiving the complete project, files and info unless prior arrangements have been made in writing. The 1 Song trial mentioned on our website is valid only for the first song submitted by a new client. This does not apply to every mix. If you provide files and a go ahead to mix, you owe for the service rendered. Pricing includes 2 rounds of revisions per song. Beyond 2, all revisions are billed at normal studio editing rate of \$60/hour, 1 hour min. We mix analog, so even a small single revision takes 1 hour.

### **Mastering Client guidelines:**

Normal mastering rater per song:\$100/song

Payment is due upon receipt of first version of the master (first proof), usually 3-4 days after receiving the complete project, files and info. Pricing includes 2 rounds of revisions per song. Beyond 2, all time is billed at normal studio editing rate of \$60/hour,1 hour min. Additional cost include Live and radio edit version (\$10 per run off) and Swapping out the mix track with new mix version (\$60/per revision mix)

### **In studio Recording/Tracking clients:**

Studio bookings are 2 hour minimum, payment is due at time of session, billed in 10 minute increments. On larger projects with multiple dates require a prepaid paid retainer. No real mixing or mastering can be or will be done during normal tracking sessions, Mixing and master are handled as separate services.

### **Recording Studio Credit:**

Client agrees to give credit upon any distribution of the recording made at Eclectica Studios, as follows: "Recorded at Eclectica Studios, Austin TX by Tim Dolbear" or "Mixed at Eclectica Studios, by Tim Dolbear" or "Mastered at Eclectica Studios, by Tim Dolbear". Appropriate credit will be given to the engineers and hired musicians involved. Any and All work done by Tim Dolbear must and will be credited to his name.

### **Payment Terms:**

Eclectica Studios will accept cash, PayPal, Bank Transfers, money orders or checks as payment for studio time and recording costs. Checks will be accepted only with proper ID and client's name is printed on the check. A \$20 fee plus all bank fees will be paid by client for any checks written in payment for recording sessions that the client bounces. No refunds of deposits or retainers will be given, only credit for studio time, this credit may be transferred or sold to other artist (clients) with the approval of Tim Dolbear.

In the event any money is due to Eclectica Studios upon conclusion of the recording services contemplated by this Recording Agreement, client shall pay same, in full, prior to release of any tapes; master; mix down or otherwise, by Eclectica Studios: For this purpose; Eclectica Studios retains a possessory lien in any such tapes, master, mix down, or otherwise, and shall be entitled to maintain custody and possession of same, until such time as all sums due under this recording contract have been paid in full. Place for Payment: Any and all sum due and payable under this Recording Agreement are payable to Eclectica Studios, 8513 Yellow Oak st. Austin Texas, 78729.

### **Work for Hire and Master Ownership:**

Eclectica Studios and Tim Dolbear agree that any and all work done, production or performance, is a work for hire unless specifically stated in writing and signed by both parties. Tim Dolbear is not entitled to any royalties or monies generate by Masters created under this agreement unless specifically stated in writing and signed by both parties i.e Producer/artist/company agreement. Master recordings are the solely owned by Client. Client agrees to provide media storage space for said Master once project is finished. Masters not transferred off of Eclectica Studios system within 6 months of completion are subject to removal.

### **Songwriting Ownership and Copyright:**

Any unfinished song, example, a song that contains lyrics and melody, but no music (chords, rhythm, groove) and music is subsequently written by Tim Dolbear, Copyright shall be assigned correctly, in this example, Client shall be listed as composing the Words, Music composed by Tim Dolbear. All cost for registering copyright shall be shared by all parties listed on copyright.

### **Confidentiality:**

Client and Eclectica Studios agree that under no circumstances, provided that Client so elects, will any copies, recordings, tapes, programs, sequences or record of Client's performance or music remain in possession of Eclectica Studios upon payment in full of agreed final charges. Due to the proprietary nature of Client's music, arrangements, programs, sequences and performances, there shall be complete privacy and confidentiality regarding any and all of Client's material of whatever kind of nature. If Client and Eclectica Studios agree otherwise, such agreement shall be written and signed by both parties.

**(Please initial this page**

**Indemnification:**

Client agrees to indemnify and hold harmless Eclectica Studios and Tim Dolbear from any copyright or trademark infringements which may be asserted in any court of law, State or Federal, resulting from the recording and distribution of any music recorded at Eclectica Studios with Tim Dolbear by Client, and further represents that Client has obtained, or will obtain, prior to release and distribution, full authority of the appropriate copyright owner(s) to record and distribute the music recorded at Eclectica Studios with Tim Dolbear.

**Drug use/Theft:**

Any client or person brought and/or invited onto the property by Client who uses and/or is in possession of any illegal substance or weapon at Eclectica Studios will be permanently expelled from Eclectica Studios, no exceptions. Any client or person brought and/or invited onto the property by Client who commits an act of theft at Eclectica Studios will be permanently expelled from Eclectica Studios and prosecuted, no exceptions. In either of these situations, client forfeits any and all deposits or recordings.

**Limitation of Liability:**

Eclectica Studios cannot, does not and will not warrant the ultimate quality of the music performed and recorded by Client, since ultimately such quality depends on the talents and performance of Client(s). However, Eclectica Studios does warrant that the facilities, equipment, goods and services of Eclectica Studios are fit for the purposes of professional recording, and that all equipment, goods, work and services provided by Eclectica Studios or its agents, will be of good and merchantable quality and good workmanlike quality. Artist acknowledges that, except as provided herein, there are no warranties, expressed or implied. Eclectica Studios and its owners shall not be held liable for accidental loss or destruction of recordings and/or recorded materials stored on any recording medium at Eclectica Studios due to acts of nature, power outage/surge, theft, computer glitch or hard drive malfunction. Eclectica Studios takes precautionary measures in maintaining computer systems, but ensuring that offsite backup copies are made and maintained is the sole responsibility of Client.

**Assumption of Liability:**

While on the premises of Eclectica Studio, Artist and all person brought and/or invited onto the property by client or on Clients behalf agrees to wave any liability for any personal injuries and/or damages, including but not limited to property loss and/or damage or personal injury, and agree to indemnify and hold harmless Eclectica Studios, Tim and Angela Dolbear and any other agents of Eclectica Studios, for himself and such persons invited in his recording project, represent and acknowledge that the ground on the property is not level, that snakes, bugs, spiders and other animals and insects inhabit the area, that there are water and other potential hazards and Client, together with such person(s) involved in his recording project, accept full liability and responsibilities for their actions and any injuries and/or damages that may be sustained while on the property.

The Laws of the State of Texas, county of Williamson shall govern the validity, performance and enforcement of this agreement, regardless if it's in any other jurisdiction's choice of law principles, Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the County of Williamson, in the State of Texas. Second party (Artist or client of Eclectica Studios) expressly consents to Tim Dolbear to designate the venue of any such suitor action.

**Name, phone and address:**

**Client Signature**

**RS Version 11/2016  
©2016 Tim Dolbear**