

**Terms & Conditions**

**tribarac Studio**

The following conditions of hire shall apply to all contracts entered into by the above named company (“the company”) for the hire of the studio and it’s services.

The customer shall before the commencement of the booking obtain all consents, licenses and clearances required from the performers and copyright owners having any right or interest in connection with the recordings and the customer shall indemnify the Company against all liabilities, costs, claims or demands made against the company as a result of the making of the recordings or any use of the recordings.

If the use of the studio for the booking is delayed, postponed, curtailed or cancelled owing to any fault in equipment or for any other reason the Company shall not be liable for any loss or damage suffered by the customer by reason thereof and the Company’s liability shall be limited to repayment of the booking fees and charges for any materials supplied by the studio and paid for by the customer (or proportionate part thereof in the case of delay, postponement or curtailment)

Until payment of all moneys due from the customer to the Company in respect of the booking and materials the work will not leave the studio premises.

The customer shall procure that all persons entering the studio in connection with the booking shall abide by the rules and regulations in force therein and the Company shall be entitled to exclude any persons in the event of their failure or refusal to observe such regulations.

The customer shall reimburse the Company with the cost of repairing or replacing any part of the studio or equipment therein damaged or lost as a result of the use or misuse by the customer, his servants or agents, of any of the facilities provided by the Company.

The studio and the equipment therein are provided entirely at the customer’s risk. The Company shall be under no liability to the customer or any other person for any direct, indirect or consequential loss or damage resulting from any defect in the studio or the equipment therein whether or not the Company shall have any prior knowledge thereof or any knowledge of any specific result the customer may wish to obtain. The Company shall make available the Company’s equipment for recording and the personnel the company deems necessary to operate such equipment and the customer shall satisfy himself that the studio and the equipment therein is suitable for his purpose and the Company is not responsible for ensuring that its equipment and the facilities provided by the Company are suitable for the customers purpose.

All articles brought into the premises are entirely so brought at the risk of the owner of the article.

The Company shall be entitled to destroy any material or any recordings in the possession of the Company after the expiration of six months after the expiration of the booking.

A nonrefundable deposit of 50% shall be required to confirm all bookings. No further sessions shall be booked, and no materials will be released until payment is made in full. A session begins at the time the client booked it for, whether they are present or not, and continues until the recording has ceased and clients are preparing to leave. Extra hours are charged pro rata. This includes making CD-Rs rough mixes. (One exception: If you book a full day, and late by up to an hour - this time will be given to you.)

THE UNDERSIGNED PARTIES have read, understand, and accept the terms and conditions of this Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Session dates/times

Total hrs booked

\_\_\_\_\_ Date \_\_\_\_\_

Rate per hour: \_\_\_\_\_