

# FLYING TRACTOR RECORDING - STUDIO POLICIES, TERMS & CONDITIONS

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**(Print out this document, fill out and sign bottom, and bring with you to your first recording session.)**

## **Services/Rates/Payment**

Payment is required in advance of project commencement. This can be done with cash, money order or certified bank check (no personal checks will be accepted). This policy is for everyone's protection. In return, you benefit from a worry-free working relationship, and our guarantee of your satisfaction with the work performed; if you aren't happy with the job, your money will be promptly refunded. No recorded media from a session will be turned over to the client until outstanding charges for all completed studio work have been paid in full.

**Recording / Overdub Session: \$40.00/hr**

**Mixdown / Editing / Pre-Mastering Session: \$40.00/hr**

Your payment covers one (1) CD-R copy of your finished project mix(es); additional CD-R copies can be purchased for \$5.00 each. A DVD-R copy of the multitrack data archive (Cubase SX format) will be kept on file at the studio for one year from date of completion; please make arrangements with us to transfer the data files to another studio if production and pre-mastering work is to be completed elsewhere. You may also purchase a backup copy on DVD-R media for your own archiving beyond the one-year studio archival policy upon completion of the project, for \$30.00; just make sure to ask for a copy before the full year is up to insure it hasn't already been disposed of.

Flying Tractor Recording can also handle placement of your project for mastering after it's been produced; we can recommend a mastering house, or it can be one of your choosing. If we are handling placement of your project for mastering, we will issue you a copy of the Red Book Master disc upon receipt from the mastering house and keep one for our studio archive from which the manufacturer can make replicated copies per your order; we will require the full quoted cost of mastering from you in advance of this phase of the project, including the mastering house's charge (if any) for a second Red Book master.

## **Deposit / Cancellation**

To reserve a time slot, you must put down a \$75.00 deposit at least one (1) week in advance of the session start date. The entire amount will be applied toward your session cost.

Cancellation of a session needs to be officially done no later than 48 hours before scheduled start time of the session. Doing so any closer to the session time will result in forfeiture of your \$75.00 deposit fee, and a doubling of the downpayment upon rescheduling to \$150.00. This is to insure that the studio can stay fully booked every day. Please only book when you are certain you can fill the allotted time, to avoid paying cancellation fees.

## **The Flying Tractor Satisfaction Guarantee**

Since you need to be happy with the results of the work done at Flying Tractor, an end-of-project sampling audition will be arranged, where you can come back to the Flying Tractor mixdown environment and listen to partial samples of the completed work. If the results do not meet with your approval, you have the option to cancel the project, with a complete refund of your project investment up to that point, minus any previously-accrued late fees. At that time, all project files and final recordings become the sole property of Flying Tractor Recording, and no copies shall be released to anyone for any reason. Once you agree to accept a copy of any recorded or digitally archived work done for your project, you forfeit any right to the money-back clause stated herein.

## **Studio Hours**

Session times are by appointment only. Flying Tractor Recording reserves the right to alter session schedules due to unavoidable circumstances. A full-day schedule will include a free hour for lunch. We will do our best to accommodate your busy schedule and insure a relaxing time that you'll enjoy!

## **Daily Session Times**

When we schedule your session, a start time will be agreed upon. You may call before the start time to negotiate an earlier time; however, if you arrive late to a session, you will be charged from the originally agreed-to start time. Unforeseen problems can happen; in the event of a recording system failure, you will receive a block of session time equal to your lost time, at an agreed-to date convenient for you and the studio.

## **Studio Rules**

\*No smoking on studio premises. A smoking area may be provided outside the building, but we recommend a no-smoking approach to your session so as to a) waste as little studio time as possible, and b) keep your vocal chords healthy if you're doing vocal tracks.

\*No food or beverages will be allowed in the control room or near any equipment whatsoever.

\*Drugs, alcohol, and lewd or lascivious behavior will not be tolerated in the studio or anywhere on the grounds. If it's subject to scrutiny by the law, it's not allowed at the Flying Tractor.

## **Personal Gear**

Any instruments or equipment that you would like to use for your recording project can readily be stored in a safe place at the studio without fear of its being used or mishandled in your absence; however, you agree to release Flying Tractor Recording and any person in its employ from any liability to repair or replace personal gear that is damaged or lost due to theft, flooding, accident or mishap, etc. It is strongly suggested that unless your personal property is going to only be in residence overnight, you should take it home with you and bring it back with you to the next session. Upon receipt of your signature, this becomes an official hold-harmless agreement between you, the client, and Flying Tractor Recording, that personal equipment is the sole responsibility of the client who brings it onto the premises, and that you release Flying Tractor Recording and all in its employ from any liability for damage or theft to your personal equipment.

## **Studio Gear**

In the event a piece of studio gear owned by Flying Tractor Recording or any of its employees becomes damaged by you due to negligence, accident, or willful act, you agree to provide monetary compensation in the amount of full replacement value of the piece or pieces of gear. In the event the gear in question is a vintage item and as such cannot be replaced with like kind due to its antiquity or provenance, a reasonable appraisal estimate will be provided to you for same monetary compensation. 'Gear' refers to all musical instruments, amplifiers, microphones, cables, digital and analog recording equipment, stands, fixtures, acoustic treatments, etc. Upon receipt of your signature, this becomes an official binding agreement between you, the client, and Flying Tractor Recording, to replace studio equipment damaged by the client.

## **Client Responsibility**

The duly-appointed party responsible for session payment will sign the contract consisting of the above policy items, and will be held responsible for the actions of all artists and guests he or she brings to any session at Flying Tractor Recording or any remote location in which Flying Tractor Recording conducts a session. Any client under 18 years of age must have a parent or legal guardian read and sign this agreement and provide proof of guardianship if last names are different; parent or legal guardian will be held responsible for all actions and debts of the client.

**Studio Disclaimer**

Flying Tractor Recording provides no warranties, either express or implied, other than those contained herein. Rates, policies, and equipment used may be subject to change without prior written or verbal notice. The staff at Flying Tractor Recording reserves the right to refuse to work with anyone for any reason. Prior to any session work beginning, the client agrees to furnish a written signed copy of the above Studio Policies as a formal agreement and obligation to make payments and adhere to all other policy requirements as stated herein.

**I have fully read and agree to all of the above terms.**

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**Signature**

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**Print Name**

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**Band Name or Performance (Stage) Name**

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**Address**

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**Address Line 2**

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**Phone Number**

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**Driver License Number or Legal ID Number**