



SteelHeart Studio Hire - General Terms & Conditions

Booking

Following an online or telephone inquiry we will make a provisional booking for you for up to two weeks.

Within those two weeks you must send us a completed Studio Hire Booking Form and (for bookings of 1 day or more) a fixed deposit of 1/3rd of the agreed fee for the booked time.

Make payment out to: SteelHeart Records, LLC

Mail Booking Form & Deposit to:

SteelHeart Studio
c/o Sherri Smith, Lander Creative
951 Second Street SE
Charlottesville, VA 22902

On receipt of the Studio Hire Booking Form and deposit your provisional booking will become a firm booking, which we will confirm with you via phone or e-mail.

If after two weeks of making a provisional booking we have not received your Studio Hire Booking Form and deposit we will send you a reminder, after which your date(s) will be made available to other customers.

Deposit & cancellation

For bookings of one or more days, we require a deposit equivalent to 1/3rd of the agreed fee for the booked time. Receipt of the deposit, and completed Studio Hire Booking Form, will confirm the booking.

Please give us at least one weeks notice if you need to change your booking. If you give us less than one weeks notice we may levy the following charges against potential loss of business:

Cancellation of scheduled services with less than one (one) weeks notice will be billed at one half (1/2) of the amount of the deposit.

Cancellation of scheduled services within 3 days notice will be billed at 1/3rd of the agreed fee for the booked time. Essentially the studio will retain your deposit against the loss of business.

Cancellation of scheduled services within 24 hours will be billed at 2/3rds of anticipated charges of your total session cost.

The Fees shall not be reduced on account of the Client's failure to use the Studio for any or all of the Period of the Booking or the Client's cancellation of the Booking or any part thereof

Discount Rates

Our discount rates are available only to non-commercial concerns i.e. unsigned bands, small record labels and bona fide charities. The Studio reserves the right to amend any invoices accordingly if a Client has failed to disclose that they are a business or commercial concern at the time of booking or has sought in any other way to obtain a discount rate by deception.

Session over-run

If your session over-runs, any additional time will be charged at a pro-rata rate unless a special discount rate or reduced-price package has been arranged, in which case a new rate may be applied with the agreement of both parties. This new agreement must be made in writing before the commencement of the over-time.

Payment

Unless otherwise agreed, the balance of the agreed time must be paid in full by cash or check at the beginning of your session. This includes Studio time, engineering services and all recordable media used. Any session over-run charges will be billed upon completion of the project.

For bookings over 3 days we may ask you to agree to a staggered payment schedule.

Session materials will only be released to Clients paying their account balance in full. Without payment in full, the Studio will hold possession of all Client materials until payment has been arranged. Materials include CDs, tapes, hard-drives, etc. created at the Studio, as well as Clients' materials brought in from outside sources.

All master recordings and multi-track tapes including the copyright in the performances embodied therein are deemed to be the property of the Studio until all payments due are discharged in full.

Immediately following your session, we will post you an invoice (with a cost breakdown) confirming or requesting final payment.

Forms of payment accepted at the Studio are cash, certified/cashiers checks, money orders, and business/company checks. Personal checks are also accepted. Six working days are required for the clearance of personal checks except when supported by a valid bankers guarantee card or when the check is a banker's draft. The Studio will hold possession of session materials until the check clears.

In the event of non-payment in accordance with agreed terms, the Studio reserves the right to withdraw any concessions and discounts offered and to re-invoice our Client at the full standard commercial hourly rate of \$70 per hour plus daily interest calculated at 30% APR.

Conditions

The Studio will not accept responsibility for any damage pertaining to the personal property of the Client; accept where it is clearly and entirely the fault of the Studio.

Storage of materials (CDs, tapes, hard drives, etc) and other property belonging to the Client is solely at the Client's risk and the Studio will not be held liable for loss of such articles regardless of the cause.

Smoking is not permitted in the Studio or control room.

Receipt and acceptance of the recording media by the Client after Completion shall be deemed acknowledgement between both parties that the quality of all services rendered by the Studio is satisfactory to the Client and shall release the Studio from any and all liability regarding said recording media and services rendered.

Content of Recording

The Client warrants that nothing whatsoever shall be included in the Recording which constitutes a breach of infringement of any copyright or which shall be in anyway illegal, scandalous, obscene or libelous. The Client will indemnify the Studio against any liability in respect thereof, and shall pay all costs and expenses which may be incurred by the Studio in reference to any such claim. The Studio shall not be required to reproduce any matter which, in its opinion, is, or may be, of an illegal, scandalous, obscene or libelous nature. The Studio reserves the right to decline to master any material that they deem to be of insufficient technical quality.

Studio Breakdown Warranty

Time can only be deducted for technical breakdowns of the Studio's own equipment. In the event of a breakdown of the Studio's own equipment, the Studio shall, at its discretion, either replace (as soon as can reasonably be arranged) the Studio facilities to which the Client was entitled by the terms hereof, or give a credit or refund equal to the amount of session time lost.

Stoppages

The engineer is entitled to a break equivalent to five minutes per hour. This break time whether taken hourly or in aggregate is not deemed to be a stoppage.

Sound levels

The Client shall be responsible for noise levels within the Studio. High noise levels shall not be sustained for long periods. The Studio hereby reserves the right to take such action as it may deem appropriate to maintain tolerable noise levels and that no claim shall lie against the Studio in respect of inconvenience or time lost in the event of such action

Mastered copies

Unless specifically requested, the quote for your session will not include mastered copies of your work. If you require the mastered copies please contact us or see our prices for our current rates.

Project backups

We will archive all project files to CD or DVD-R when your session is complete. All project files will be removed from our main hard drives at the end of your session, but can be reloaded from archive if the need arises. We cannot guarantee the future integrity of any archived project files.

Code of conduct

The staff at SteelHeart Studio will always try to be polite and helpful and they expect the same consideration in return. SteelHeart Studio reserves the right to terminate a recording session without prejudice to any of the aforementioned in the event of any violent or abusive conduct directed towards the staff and/or the property of the Studio by any persons present in connection with a recording session/booking whether they be the recording artist(s) or their associates and to hold the Client liable for all and any resulting damages.