



## RECORDING STUDIO AGREEMENT

This Agreement made and entered into as of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ by and between **Groove Factory Studios (Nu Media Factory LLC)** ("The RECORDING STUDIO") located at 432 Columbia Street, Ste 17B, Cambridge, MA 02141 on the one hand, and the music group or performer known as \_\_\_\_\_, the individual members of which are specified herein below (herein after referred to as "ARTIST", both individually and collectively), \_\_\_\_\_, on the other.

1. Recording Studio shall allow Artist the use of its facilities, on a \_\_\_\_\_ per hour/\_\_\_\_\_ lockout basis, commencing \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ at \_\_\_\_\_:\_\_\_\_\_, and ending \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ at \_\_\_\_\_:\_\_\_\_\_. Recording Studio shall charge Artist an applicable hourly fee for going over the allotted scheduled time. Recording Studio shall furnish the following: (a) DAW recorder, (b) mixing board/control surface (c) outboard gear (as per the attached equipment list, (d) isolation booth, (e) microphones, (f) any special requirements as set forth in schedule attached to this document and hereby made a part hereof. Artist shall be solely responsible for the hiring of all musicians, vocalists, programmers, conductors, arrangers and producers.
2. Artist warrants and represents that Artist will not allow illegal drugs into the studio or illegal activities to occur in the studio, nor will Artist allow the creation of any illegal, infringing, or defamatory recordings.
3. Artist and studio are independent contractors. As between Artist and Recording Studio, Artist shall solely own the copyright in all recordings created; provided that, nothing shall preclude Recording Studio from acquiring a "mechanics lien" or the like using the physical tape and/or its contents as collateral against any non-payment of fees as required hereunder.
4. Provided Recording Studio upholds its obligations hereunder, Artist shall pay to Recording Studio a total amount of \$\_\_\_\_\_; 50% of shall be paid as a deposit upon the execution of this Agreement, 25% on the (first) day of recording and 25% in exchange for the masters. Artist may cancel this agreement with more than 72 hours notice, and the deposit will be fully returned. If a cancellation is made within 48 hours of the scheduled recording date as listed above, Artist shall not have to pay the remainder amount, but Recording Studio shall be entitled to retain the deposit as liquidated damages. Artist will remain responsible for the remainder of payment for cancellations with less than 24 hours notice (including "no show"). Artist shall reimburse Recording Studio for any costs advanced by Recording Studio, such as CD stock and supplies.
5. Recording Studio does not reserve the right, at its election, to suspend the operation of this Agreement for the duration of recording sessions required by other clients of the Recording Studio. Recording Studio reserves the right, at its elections, to suspend the operation of this Agreement for the duration of the following contingencies, if by reason of any such Agreement or its normal business operations are delayed or become impossible or commercially impractical: Act of God, fire, catastrophe, labor disagreement, acts of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting Recording Studio or the industry in which it is engaged, delays in the delivery of materials and supplies, or any other cause beyond the Recording Studio's control. Any such suspension due to a labor controversy which involves only Recording Studio shall be limited to a period of six (6) months.
6. Artist agrees to and does hereby indemnify, save and hold Recording Studio harmless from any and all loss and damage (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of any inconsistency with, failure of, or breach or threatened, breach by Artist of any warranty, representation, agreement, undertaking or covenant contained in this Agreement including, without limitation, any claim by any third party in connection with the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

"Recording Studio"  
Groove Factory Studios

By \_\_\_\_\_  
An authorized signatory

"Artist"  
\_\_\_\_\_