

## **RedHouse Studio Policies, Terms & Conditions**

When booking a session at RedHouse you are entering into a contract by which you ('Client') are agreeing unconditionally on behalf of the artist/band to abide by the studio's terms and conditions as detailed below. The applicability of any general terms and conditions applied by Client is expressly excluded.

### **Booking**

Sessions are booked at the rates as agreed by both parties. Working hours may vary but should not exceed 10 hours per day. Sessions that run longer than this will be charged an extra hourly rate assuming the studio is available.

Bookings are made by email only: [gij@redhouse.nl](mailto:gij@redhouse.nl) and are not valid until confirmed per email.

RedHouse studio reserves the right to refuse and reschedule any confirmed bookings.

### **Cancellations**

Cancellations less than 7 day's before session start will not be accepted unless we can rebook your time. This includes weekends and holidays. Cancellations as a result of adverse weather conditions such as snow will be rescheduled.

### **Payment**

Client must pay 50% of the cost of each session as a confirmed session booking. The deposit must be paid 5 days before the studio session starts. The remainder of the studio bill should be paid in full on the last day of your session.

Failure to produce full payment will result in withholding of the studio session time, all copies of recordings, masters and/or session files until all fees due have been paid. No session media will be turned over to Client until full payment is made.

You must pay for the full amount of hours you book; it's not our responsibility to manage your studio time.

If the recording session is broken up over a period of time, payment will be required to cover time that has been used. Clients will also be responsible for all actual legal, attorney and collection fees, if required for payment and/or the use of the RedHouse studio. If an account is not paid in full, RedHouse will ask you to pay as soon as possible. If you don't respond immediate collection and legal action will be taken. Client will also accrue a 1.5% interest charge per month until it is paid in full.

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

### **Session media**

Session media will only be released when full payment for the session is received. Once session media has been turned over to the Client RedHouse is no longer expected to maintain a backup copy of the session unless other arrangements have been made in writing. We recommend that each Client make a back-up copy of the session media

immediately. Session media left beyond 56 days due to non-payment become the property of RedHouse.

All session files are deleted from RedHouse hard drives 90 days after session completion unless otherwise specified. Please bring a backup storage device if you require your recordings. RedHouse is not responsible for any unrecoverable data or software/hardware issues on your side.

Mixed stems for other purposes (e.g. remix) can be created no later than 90 days after session completion. There is an additional fee per track, for prices please contact RedHouse.

### **Start/end and session times**

The session clock begins at the scheduled time that both parties agree upon. If Client arrives early and the studio can accommodate an early start, then the session clock will begin at that time. If you are late for any reason, you will be charged from the scheduled session start time, with no exceptions. Please call if you are going to be late. Set up time will be billed at regular studio rates unless other arrangements are agreed to in writing. This includes load-in and instrument setup, microphone placement, level setting, media transfer, etc.

### **Studio downtime**

Unforeseen problems can happen; if session downtime occurs at the fault of the studios equipment, that time will not be billed. The studios liability shall be limited strictly to the studio time of the booked session and Client agrees to hold RedHouse harmless from any damages from such downtime.

### **Breakages and damages to studio equipment**

In the event a piece of studio gear owned by RedHouse or any part of its facility becomes damaged by you, or anyone in your party, due to negligence, accident, or willful act, you agree to provide monetary compensation in the amount of full replacement value of the damaged item. Damage to the studio property of any kind that are a result of anyone in Client's party or group will be assessed to Client's account. If an item of equipment is damaged or missing at the start of your session please report it to the session technician/engineer immediately.

### **Personal items/lost property**

Please make sure that you do not leave personal items unattended and ensure that you take all of your belongings with you when you leave. RedHouse is not responsible for any personal items that are lost or damaged on the RedHouse premises.

### **Studio Rules**

- No drug use and smoking in studio. Smoking is permitted outside the building.
- Food and drinks are encouraged to be consumed in the lounge and patio area. Food and drink may be brought into the studio but must be kept away from equipment racks, and the recording console. Any damage caused to studio equipment due to spillages and negligence with food and drink will be charged as per our damages policy above.
- Please help us to keep the studio tidy by placing any rubbish in the trash bins provided.
- It is recommended that only individuals essential to the recording be present during the

booked time.

- Please don't step on the wires and cables that might be on the floor, it might break them.

### **Responsibility**

Client will be held responsible for the actions of all artists and guests he or she brings to any session. These rules apply to all persons. There are absolutely no exceptions whatsoever.

The Client affirms and warrants that he/she is the rightful owner or assignee of material to be recorded or reproduced. RedHouse and our employees are not responsible for violations of copyrights and/or neighboring rights, talent or creative royalties, mechanical reproduction licenses, or any other liabilities for such material.

Client also agrees to indemnify RedHouse and its employees for any and all claims, costs, losses, detriments and expenses of any kind or nature. Including, without limitation, attorney's fees and cost incurred by RedHouse by reason of any breach or alleged breach of any representation, warranty, or agreement made by Client.

### **Accreditation**

Unless agreed otherwise in writing and taking into account the best practices in the music industry, Client ensures that the appropriate credits of Gijs van Klooster shall be mentioned in all the label copy, artwork, print and social media related to the studio results reading substantially:

*"Produced by Gijs van Klooster"* and/or *"Recorded by Gijs van Klooster"* and/or *"Sound design by Gijs van Klooster"* and/or *"Mixed by Gijs van Klooster"*. For multiple mentions this can be abbreviated but this should not change the order.

In case of production Client agrees to have Gijs van Klooster credited as a "producer" and shall give appropriate production credit on all releases, sync's or remixes and on all label copy, artwork, print and social media that embodies the music and/or studio results.

On Facebook use tag [@gijsvankloostermusic](https://www.facebook.com/gijsvankloostermusic).

On Instagram use tag [@gijsvanklooster](https://www.instagram.com/gijsvanklooster).

All others online credits should link to [www.gijsvanklooster.com](http://www.gijsvanklooster.com).

### **Applicable law and jurisdiction**

These Studio Policies, Terms & Conditions – RedHouse shall be exclusively governed by the law of the Netherlands. Any dispute related to these terms shall be subject to the exclusive jurisdiction of the District Court in Amsterdam, the Netherlands.