



Terms of Service

Effective December 1st 2022
Smithingrecords LLC
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Smithingrecords LLC strives to provide the best music production service for artists possible.

Description of Service

Services rendered by this business include audio production services only: (1) audio mastering, (2) audio mixing, and (3) audio recording. These services are conditionally rendered based on timely payment of invoices for such services. If the client pays an invoice, that constitutes an acceptance of the terms of service mentioned here and an agreement for Smithingrecords LLC to render the services provided on that invoice only. Audio services are rendered using analog equipment to process audio, which also includes the use of a digital audio workstation, DDP image processor, and various audio engineering software used to process the audio. Smithingrecords LLC works diligently to provide world class audio engineer services with top-shelf equipment using the methods outlined above.

Limitation of Liability

The client acknowledges that by completing any payments for services they agree that Smithingrecords LLC will not be liable for any losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services, irrespective of whether or not the client has been advised or otherwise might have anticipated the possibility of such loss or damage.

Refunds

Smithingrecords LLC is a high integrity service-based business. Due to this, refunds are *not* accepted as work is completed as invoices are received and the lost time cannot be made up. Smithingrecords LLC does not work pro-bono and views all completed invoice receipts as final. If the client is dissatisfied with their service, the client's audio engineer will work with the client to satisfy their needs within the limitations specified on the service invoice. Smithingrecords LLC strives to sincerely listen to the client and rectify any problems prior to the client's approval of the final work. By completing invoices from the company, the client agrees to pay the amounts listed and *will not* initiate a chargeback with their payment processor under any circumstances. The client acknowledges by completing payment for services that chargebacks will not be honored.

No Guarantee

The client acknowledges and agrees that Smithingrecords LLC cannot guarantee the results or effectiveness of any of the services rendered or to be rendered. Rather, services shall be executed in a professional manner and in accordance with good industry practice. Best efforts will be used but no results are promised.

Force Majeure

Smithingrecords LLC shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, Acts of God, acts of war, fire, insurrection, strikes, lock-outs, or other serious labor disputes, riots, earthquakes, floods explosions, or other acts of nature.

Copyright

Under no circumstances does a customer of Smithingrecords LLC give up their legal rights to their music. Smithingrecords LLC works on a for-hire basis to finalize music and does not claim any legal ownership of the audio material. By agreeing to the terms of service on this page, the client consents for any music worked on by the company to be included in its portfolio of work.