

<u>Client agrees to the following</u> when booking, visiting our website, entering the studio, or stepping foot on Life Sound Studio/Life Sound Studios LLC Property:

ATTENTION: BY BEING ON LIFE SOUND STUDIOS LLCPROPERTY YOU ACCEPT ALL RISK EXPLICT OR IMPLIED.

ENTER AT YOUR OWN RISK: EQUIPMENT, PROGRAMS AND OTHER FEATURES PRESENT ON THE PROPERTYMAY CAUSE EPILEPTIC SEIZURES.

<u>PLEASE INFORM THE STAFF IF YOU ARE AT HIGH RISK OF EPILEPSY BEFORE ARRIVAL</u> AND REQUEST THE REMOVAL OR TURNING OFF OF HIGH-RISK EQUIPMENT BEFORE YOUR ARRIVAL. WE ACCEPT NO RESPONSIBILITY IN THE EVENT YOU HAVE AN ADVERSE EVENT.

Payment

Payment is due in full at the end of the client's session. **NO MEDIA** (HARD DRIVE, TAPE OR OTHER MEANS) **CAN LEAVE THE STUDIO UNTIL THE BILL IS PAID IN FULL.**

Advertised Prices/Rates are estimates and are subject to change at any time without notice.

Rates, policies, and equipment may change without displayed, written or verbal notice. No offered rate is Guaranteed without a deposit.

Booking

Life Sound Studio provides services 24/7 BY APPOINTMENT ONLY. We DO NOT accept walk-ins; you will be asked to leave, and your vehicle may be subject to towing at your own expense IF you do not leave in a timely manner.

The client will not have rights to the media portion of the studio unless specifically paid for.

ALL Deposits are Non-refundable.

A deposit is required to hold dates. Dates/Times are not guaranteed until the requested deposit is received. The deposit will start at 50% of the full amount for the days requested and will be credited toward the final bill. Studio bookings for which no deposit has been received will be subject to change or cancellation, without notice to client.

Studio Time starts exactly at the time you scheduled. We <u>WILL NOT</u> move over your session or reschedule <u>if the client is late or fails to appear.</u> In the Event Life Sound Studio accepts fault for a late start or any inconvenience, then the client will be rescheduled at no cost or compensated in whatever way the staff deems appropriate.

Life Sound Studio reserves the right to refuse service to clients and the right to limit the number of clientele guest to 5 unless otherwise agreed upon. This right is based solely on the subjective discretion of the staff/the engineer running the session.



Cancellations

Cancellations must occur no later than 24 hours prior to the sessions start date or the deposit, up to \$2,500, is forfeited in full. Bookings of 7 days or more require a 7-day notice of cancellation for deposit to be refunded in full.

In the instance that Life Sound Studio is unable to conduct a booked session for any reason, then Life Sound Studio agrees to re-book the canceled booking at another time that is mutually available to Life Sound Studios and the client.

Liability

Clients assume all risks associated with storing equipment or other personal belongings on or off the premises of Life Sound Studios LLC.

The Client understands and accepts a media release is granted to Life Sound Studios LLC when present on the property. The Client Gives Life Sound Studio/Life Sound Studios LLC permission too take and use photographs or recordings of the client and their guest and use and sublicense such material for any purpose in print, advertisements, films or videos and online and broadcast presentations of any sort.

Clients shall assume full responsibility for its vehicles, contents within client's vehicles, equipment, and personal belongings and for those of its employees, agents, and invitees.

The Client Understands Any damage to the building, furniture, or the property of Life Sound Studio/Life Sound Studios LLC by a client and/or the client's visitors, is the sole legal and financial responsibility of the client. All damage costs incurred by the client must be paid in full by no later than (48) forty-eight hours from the time that the incident occurred. Life Sound Studio is not legally or financially responsible for items brought into or left on the premises. It is recommended that clients obtain adequate insurance to protect against damage or loss of articles left on the premises. This includes instruments, equipment, master tapes, hard drives and any other media left at Life Sound Studio during sessions.

Clients assumes all risks associated with Life Sound Studio's use of, any and all sound recordings, video recordings, digital data in any storage format including but not limited to audio, video, smpte, midi, or other file types, or equipment of any kind or nature and shall hold Life Sound Studio harmless from any and all damage that might occur to said articles for any reason. In any event, Life Sound Studios' liability shall be limited to the replacement cost of an unrecorded tape or hard drive of comparable value.

Life Sound Studios' liability with respect to "downtime" of any and all studio sessions as a result from equipment malfunction or availability, personnel, hired musicians, acts of nature or public utility companies, etc., shall be limited solely to the studio time of such booked session; and client(s) agree to hold Life Sound Studio harmless from any and all damages from such "downtime".

Life Sound Studio is not responsible for storing your data or audio tapes during the course of a recording project or once the project is completed. Life Sound Studio shall not be liable for unforeseen or consequential damages of any kind.

Life Sound Studio makes no warranties either expressed or implied other than those contained herein.



CLIENT RULES AND LIMITATION

Clients are expected to always behave and conduct themselves professionally when on Life Sound Studio property. Life Sound Studio Clients are required to treat our studio and its associates with respect, pick up after themselves before leaving, and follow all policies and rules.

We ask that you please be quiet and respectful to our neighbors during your arrival and departure.

Rules:

- -The client WILL NOT smoke inside the Life Sound Studio building
- -The client will only bring the authorized number of guest (5) and will ask prior to the booked time if they would like to bring more
- -The client and their guest will enter the studio through the front door upon arrival and will not let any new guest into the studio through the back door
- -The client will pay for their service before attempting to leave the premises
- The client will not use the media portion of the studio unless specifically paid for or otherwise authorized by a Life Sound Studio Representative
- The client will not plug anything into the Life Sound Studio systems without first asking a Life Sound Studio representative

Failure to comply to the above or below may result in fees and possible blacklisting (you will no longer be allowed on Life Sound Property). You will be prosecuted if your actions constitute such action.

The entire property is under surveillance inside and out and is reviewed daily.

Smoking is PROHIBITED inside our studio.

You are welcome to smoke outback, behind the Studio.

Smoking of any kind inside of the building (with the exception of low smoke output electronic vapes approved by a Life Sound Representative) will be subject to a \$1000 fee AND the Client will be responsible for the dollar amount required to correct any damage that may have occurred. Failure to pay for damages will result in legal action and blacklisting.



LIFE SOUND STUDIOS LLC 3507 N Interstate Hwy 35, Austin, TX 78722

INDEMNITY AND HOLD-HARMLESS PROVISIONS.

by the client's agreement to utilize life sound studios facilities, engineers, equipment, etc., the client agrees to indemnify, defend, and hold Life Sound Studios LLC and its agents, employees, officers, directors, partners, owners, and insurers harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, resulting in any injury occurring on any portion of the studio property location, or arising from the conduct or management of client's business at the studio, or from client's use of the studio and/or equipment, or from any act of negligence of client, its agents, contractors, employees, subtenants, concessionaires, licensees or invitees in or about the studio. In case of any action or proceeding brought against Life Sound Studios LLC by reason of any such claim, client, upon notice from Life Sound Studios LLC, agrees to defend the action or proceeding by counsel acceptable to life sound studios LLC further, client shall assume full responsibility for its vehicles, contents within client's vehicles, equipment and personal belongings and for those of its employees, agents, and invitees. The client, to the extent permitted by law, waives all claims against Life Sound Studios LLC, its agents, servants or employees for loss, theft or damage to property and for injuries to persons in, on or about the studio property and client shall indemnify, defend, and hold Life Sound Studios LLC, its agents, servants and employees exempt and harmless from and on account of any damage or injury to any person,

or to the property, goods, wares and merchandise of any person, arising from the use of the studio property by client, his/her/its agents, servants, employees, contractors, invitees or licensees. all property belonging to the client or to any user of the studio shall be at the risk of the client or such other person only. Life Sound Studios LLC, its agents, or employees shall not be liable for injury to persons, or for damage to, theft of, or misappropriation of the property by any means. client shall give prompt notice to Life Sound Studios LLC in case of injury, damage, theft, or misappropriation. In case any action or proceeding is brought against Life Sound Studios LLC party by reason of any obligation to be performed by the client, or arising from any act or negligence of the client, or of his/her/its agents or employees, the client on notice from Life Sound Studios LLC shall defend the same at the client's expense by counsel reasonably satisfactory to Life Sound Studios LLC

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