

**BEACH NOISE** <sup>TM</sup>  
Studio Hire and Production Work  
General Terms and Conditions

**WORK FOR HIRE AGREEMENT**

These Terms and Conditions alone are to apply to all facilities hired and work done by the Company for the Client and shall prevail over any terms and conditions put forward by the Client. This constitutes the entire agreement between Client and Company, and may not be modified, changed, or terminated in any way unless there is a written agreement signed by both parties.

This agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_ between \_\_\_\_\_ herein referred to as "Client" and

**BEACH NOISE** <sup>TM</sup> herein referred to as "Company."

Company is in the business of entertainment production, namely, studio performance recording and multimedia services in the fields of music, video, and images.

This agreement is for production work only, and includes tracking and video capture. Does NOT include mixing or mastering. Separate services are available for other post-production work.

**PERIOD OF BOOKING**

Dates: \_\_\_\_\_

**COPYRIGHT POLICY**

1.1 Company is not responsible for copyright, royalties or any claims applicable to any work done in any way for client. **This is the responsibility of the client.**

**STUDIO FACILITIES**

2.1 The Company shall make the Studio and the Operators available to the Client for the Period of Booking and shall produce the Recording at the direction and subject to the monitoring and approval of the Client or the Representatives. The Client shall only permit people directly involved in the Recordings to enter the Studio Building and only during the Booking Period. The Company reserves the right to require any person not so involved to leave the Studio building

2.2. The Client hereby acknowledges that it shall be responsible for:

2.2.1 ensuring the suitability of the Studio for the Client's purpose

2.2.2 ensuring that the Client's Equipment shall be compatible with the Studio

2.2.3 the technical quality of any recording engineered by personnel provided by the Client

2.2.4 any problem or damage caused by use of Clients Own Part Recorded Media, and that accordingly the Company gives no warranty as to the foregoing

Initials: \_\_\_\_\_

## PRODUCTION WORK

- 3.1 The Company shall carry out the Production Work with all due care and diligence using suitable equipment and competent engineers
- 3.2 The Client and the Representatives shall be entitled at all reasonable times to monitor the Company's performance of the Production Work and the Company shall carry out the Production Work at the direction of and subject to the monitoring and approval of the Client or the Representatives
- 3.3 The Client, at its request, shall be entitled and shall be given all reasonable opportunity to evaluate by any reasonable means the content and quality of the Recording
- 3.4 For the avoidance of doubt the Client acknowledges and accepts that it is incumbent upon the Client to ensure that the Production Master meets with its full satisfaction as aforesaid before proceeding to mixing, or commercial exploitation of the recording thereon

## THE FEES

- 4.1 The Client shall null the whole of any Fees and any other sums payable by the terms of the Company's "Release Form" attached.
- 4.2 The Fees shall not be bargained on account of:
- 4.2.1 the Client's failure to use the Studio for any or all of the Period of the Booking
- 4.2.2 the Client's cancellation of the Booking or any part thereof.

## THE CLIENT'S OWN MEDIA, PERSONNEL AND EQUIPMENT

- 5.1 The Company will supply all blank media for recording.
- 5.2 The Client will be responsible for the integrity of the Client's Own Part Recorded Media and the Company shall not be liable for any deficiency in or caused by such Media.
- 5.3 The Client hereby warrants undertakes and agrees that it shall procure that each of the Client's Personnel shall abide by the Studio's rules, regulations and health and safety policy and that it shall be responsible:
- 5.3.1 for the actions of the Client's Personnel upon the Company's premises
- 5.3.2 for any and all injury, loss or damage to any person's equipment or premises caused by any act or omission of the Client's Personnel, or as a result of any defect in or inappropriate specification of the Client's Equipment or the Client's Own Media
- 5.3.3 for the cost of the hire of any Client's Equipment
- 5.3.4 for any costs and expenses incurred by the Company on behalf of the Client at the Client's request
- 5.3.5 for any and all loss or damage to the Client's Equipment which shall be at the sole risk of the Client
- 5.4 The Client shall vacate the Studio and remove all Client's Equipment forthwith at the end of the Period of Booking. The Company shall be entitled by 3 (three) months' notice to the Client to require the Client to collect the Client's Equipment and in default of collection of the Client's Equipment on or before the expiration of the said period of notice, the Company shall be entitled to destroy or otherwise dispose of the Client's Equipment

## INDEMNITY

- The Client hereby covenants and undertakes to the Company that it shall indemnify the Company against any injury loss damage costs and/or expenses suffered by the Company arising from:
- 6.1 the Client's cancellation of the Booking including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking
- 6.2 the Client's making, use or exploitation of the Recordings
- 6.3 the Client's breach of any of the warranties undertakings or agreements on its part to be observed or performed by the terms of this Agreement
- 6.4 any loss or damage caused to the Company by Clients use of Clients Personal or Clients Own Part Recorded Material.

Initials: \_\_\_\_\_

## CONTENT OF RECORDING

7.1 The Client warrants that nothing whatever shall be included in the Recording (or any software introduced by the Client) which constitutes a breach or infringement of any copyright or which shall be in any way illegal, scandalous, obscene or libellous and the Client will indemnify the Company against any liability in respect thereof and shall pay all costs and expenses which may be incurred by the Company in reference to any such claim. The indemnity shall extend to any amount paid on a lawyer's advice in respect of any such claim

7.2 The Company shall not be required to reproduce any matter which in its opinion is or may be of an illegal, scandalous, obscene or libellous nature.

## STUDIO BREAKDOWN WARRANTY

In the event of Studio Breakdown the Company shall at its option either replace (as soon as can reasonably be arranged) the Studio facilities to which the Client was entitled by the terms hereof and which have been lost as a result of such Studio Breakdown or credit or refund to the Client the Booking Fee in respect of the Booking and shall have no liability or obligation to the Client beyond these remedies.

## CLIENT'S RECORDINGS

It is a condition of this Agreement that all Client's Recordings shall have been copied by the Client before delivery to the Company, and that the Company's liability for loss of or damage to a Client's Recording shall be limited to the value of the media on which it is recorded.

## COMPANY'S OVERALL LIABILITY

8.1 In the event that the Client shall actually suffer any loss or damage arising directly from the negligence or breach of contract or of statutory duty of the Company then other than in cases of death or personal injury the Company's liability therefore shall be limited in any event to the Maximum Liability in respect of the aggregate of all instances of such negligence and/or breach arising out of the Company's performance of its obligations under this Agreement

8.2 Notwithstanding any other provision contained within this Agreement the Company shall not be liable to the Client or the Client's Personnel for any:

8.2.1 indirect or consequential loss or damage

8.2.2 economic loss including without limitation any loss of profits or goodwill or anticipated savings

arising from any fault in the Studio or any act or omission of the Company its servants or agents in respect of this Agreement

8.3 The Company's liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortious or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

8.4 The Client accepts as reasonable that the Company's total liability in respect of the Booking and/or the Production Work shall be as set out in this Agreement: in fixing those limits the Client and the Company have had regard to the price and nature of the Booking and the Production Work and the terms hereof, and the level of expenses expected to be incurred by the Client in respect thereof and the resources available to each party including insurance cover, to meet any liability.

Initials: \_\_\_\_\_

## FORCE MAJEURE

Notwithstanding any other term of this Agreement the Company shall not be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure. Following notification by the Company to the Client of such cause, the Company shall be allowed a reasonable extension of time for the performance of its obligations. For the purpose of this Condition, 'Force Majeure' means:

Act of God, explosion, flood, tempest, fire or accident;

- war or threat of war, sabotage, insurrection, civil disturbance or requisition
- acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
- import or export regulations or embargoes
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party)
- difficulties in obtaining raw materials, labour, fuel, parts or machinery
- power failure or breakdown in machinery

This Agreement constitutes the entire agreement between the parties and neither party shall be bound by any other statement or representation made to the other.

The signatures below confirm all parties involved understand this agreement in full and feel it is fair and just.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

By:  
Company

By:  
Client

Address:

Initials: \_\_\_\_\_

**BEACH NOISE ® RELEASE FORM**

I, \_\_\_\_\_, hereby grant BEACH NOISE ® unrestricted permission and irrevocable license to use my music video image recordings throughout the world manner and in any medium now known or later developed.

I agree that there are to be no fees, commissions or royalties paid to me for the use of my likeness.

I hereby waive any right that I may have to inspect and approve the finished product or copy that may be used in connection with any music video image, or the use to which it may be applied.

I further release BEACH NOISE ® from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the use of these images, music or video.

I accept these terms in full, exact, final, comprehensive and complete compensation for the recordings and every other aspect, adjunct, by-product and consequence, either direct or indirect, of the said work, renouncing every other claim, now, and forever, including all times of the past and future, without exception, and absolving BEACH NOISE ®, in part and in whole, from any and all further obligations.

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

Address and Phone \_\_\_\_\_

\_\_\_\_\_