



## STUDIO SERVICES AGREEMENT

THIS AGREEMENT, entered into on \_\_\_\_\_ by and between **Innovation Station Music, LLC** (hereinafter referred to as "Producer") and \_\_\_\_\_, (referred to as "Artist") is memorialized herein. Producer and Artist agree as follows:

**1. Services and Rates.** Artist agrees to pay Producer according to the schedule of services below. Producer agrees to deliver these services to the best of his ability:

- (a) Production Services. For any **Recording/Producing, Editing, Mixing, or Mastering (including Project Management)** services delivered by Producer, Artist agrees to pay a rate of **(\$\_90\_)** dollars per hour.
- (b) Custom Music Creation. For any composition/arrangement and recorded performance of instrumental parts furnished by Innovation Station Music staff, Artist agrees to pay an additional flat fee of **(\$\_25\_)** dollars per instrument, with a max of \$100 per song. Outside session players shall be paid their contracted rate directly.
- (c) Strategic Music Business Consulting. For any Music Business Consulting Services, Artist agrees to pay a rate of **(\$\_90\_)** dollars per hour.
- (d) Strategic Plan. For the preparation of a formal, customized **Strategic Business Plan**, delivered in a 3-hour strategy/Q&A session, Artist agrees to pay a fee of **(\$\_900\_)** dollars.
- (e) Term. Rates for services listed above shall be considered valid for a period of one **(1)** year from the contract date above.
- (f) Grant. Producer hereby offers Artist a credit in the amount of **(\$\_2000\_)**, which may be used as payment for any service performed by Producer. The credit shall be valid through **12/31/2023**.
  - i. Artist agrees to complete at least one commercially available song produced and engineered exclusively by Producer by **12/31/2023**. The song may be released after that date if part of a larger project that requires more time to complete.
  - ii. Artist agrees to allow Producer to promote or share information

about Artist as it relates to Artist's work with Producer.

**2. Booking and Payment.** Artist agrees to the following booking and payment terms:

- (a) Unless otherwise agreed beforehand via email, each recording session shall be booked for a minimum of three **(3)** hours, and all consulting session shall be booked for a minimum of two **(2)** hours. Sessions begin at the scheduled time, whether the Artist is present or not. If Artist chooses to end a session early, Artist shall still be charged for the remainder of the time. If Producer chooses to end a session early for his own reasons, Artist shall pay only for the time used.
- (b) Artist agrees to provide Producer with notice of any cancellation or postponement of a meeting or studio session scheduled at Innovation Station Music's Virginia studio at least **(24)** hours prior to that session, otherwise Artist shall be responsible for paying the minimum booking amount established for that session (or utilize the equivalent amount of Grant credit).
- (c) For initial in-person sessions, the agreed-upon session minimum shall be prepaid. For all subsequent in-person sessions, **payment is due at the end of the session.**
- (d) For all remote (virtual) studio or consulting sessions, the agreed-upon session minimum shall be prepaid. If session exceeds the minimum booking fee, Artist agrees to pay the pro-rated balance electronically at the end of the session.
- (e) Bounced check fees shall be added to the Artist's account and must be paid within one (1) week of being notified by Producer.
- (f) Cash or check (made out to "Innovation Station Music, LLC") are the primary methods of payment. Electronic Payment (PayPal/Credit Card) are accepted, however Artist shall pay any fees incurred.
- (g) Late Fee. If payment is not received on time, and no other arrangements have been agreed upon between Client and Producer, a fee amounting to 1.5% of the outstanding balance shall be added to the Client's account each month until paid. Producer also reserves the right to suspend all work until accounts are made current.
- (h) Innovation Station Music has a "No Refund" policy.

**3. COVID-19 Policy.** Electronic Proof of Vaccination (and preferably recent variant Booster shots) are requested prior to the session. If not available, proof of a negative COVID test within **24 hours** of the session is highly encouraged. Innovation Station Music reserves the right to refuse entry to anyone who cannot provide adequate proof of vaccination/negative

test results. At Producer's discretion, masks may be required to be worn by clients while in the studio. Any Artist who must unmask in order to perform on a recording, or for any other reason, may be required to isolate from others in a separate recording space or, at Producer's discretion, refused access to the studio. Concerns regarding this policy should be addressed with Producer prior to the session.

**4. Rights.** Artist shall retain 100% of the rights in the Master Recording(s) produced by Producer. Artist shall also retain 100% of the rights to the Composition(s), unless Producer makes fundamental contributions to the Composition(s), which must be authorized by Artist beforehand, and the percentage of which shall be agreed to by both Parties in writing via a Split Sheet prior to the completion of the Recording(s). Producer shall be assigned a share of the Publishing equal to that of any assigned Writer's share.

(a) Artist releases Innovation Station Music from any liability arising from the commercial release of cover songs or portions of previously copyrighted material contained in Recording(s) produced by Innovation Station Music.

**5. Credit.** Appropriate credit shall be given wherever produced recordings are publicly displayed (including physical media, YouTube videos/metadata, and other streaming platforms) in the event Innovation Station Music staff perform one or more of the following roles on Artist's recordings: *Producing, Engineering, Recording, Mixing, Mastering, Writing, Arranging, and/or Performing*, using the format "{\_\_\_\_\_} by [Name], Innovation Station Music, Annandale, VA [www.ismusicstudio.com](http://www.ismusicstudio.com). Innovation Station Music staff reserve the right to remove their names and assign all credit to Artist on a per song basis.

**6. Default.** Failure to substantially perform any provision, term or condition of this Agreement, i.e., payment by Artist, constitutes default. After a default event, the non-defaulting party may terminate the Agreement by providing written notice to the defaulting party. The defaulting party, upon receiving a termination notice, will have thirty (30) days from the date the notice is provided to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within the thirty (30) day time period shall result in the automatic termination of this Agreement.

**7. Termination.** Artist reserves the right to terminate this agreement at any time for cause or without cause. If Artist chooses to terminate, Artist will notify Producer in writing and Producer will immediately discontinue work done in connection with the performance of this agreement. Producer will also provide to Artist within 10 business days any work already conducted prior to termination, including, but not limited to, recordings of studio sessions and files containing edited versions of studio sessions. Artist agrees to pay Producer for time required to process and prepare the files in a transferrable format. Even after termination, Artist will remain responsible for any unpaid balances or future royalties due as a result of work performed during the effective term of this Agreement.

**8. Entire Agreement/Venue.** This Agreement is binding and represents the entire agreement between Producer and Artist. If either party wishes to amend the Agreement, all amendments must be in writing and signed by both Producer and Artist. The laws of the Commonwealth of **Virginia** shall apply to this Agreement. Any action brought to enforce

this Agreement or by reason of an alleged breach thereof, shall be brought only in Virginia.

I set my name to this Agreement this day of \_\_\_\_\_

\_\_\_\_\_  
Producer (print)  
Innovation Station Music

\_\_\_\_\_  
Artist/Representative (print)

\_\_\_\_\_  
Producer  
Innovation Station Music

\_\_\_\_\_  
Artist/Representative