Terms and Conditions

Festival of Lights (Parking) ***

** We recommend 30min early during this time due to heavy traffic.

http://www.riversideca.gov/fol/information.asp

Parking

Parking Lots and Garages offer hourly/visitor parking.
First 90 minutes FREE.
\$1.00 each additional 30 minutes.
\$8.00 daily maximum
FREE parking after 5pm, weekends, and holidays
\$5.00 upon entry on Thursday, Friday, and Saturday evenings from 9pm - 3am.

Curbside Metered Parking is also available throughout downtown Riverside. \$1.50 per hour FREE parking after 5pm, weekends, and holidays

**Millennial Sound is not responsible for any parking tickets or towing violations.

** We recommend 30min early during this time due to heavy traffic.

Cancellations / Refunds

- 1. All sales are final on confirmed sessions. Rescheduling must be done 48 hr before your session.
- 2. There are no refunds of any kind. No shows that have paid a deposit of any amount, will result in loss of currency and studio time.
- 3. Studio time begins from the time you "Book" your session not when you show up. It is suggested that you be on time for your session as when we are busy we may have another session booked right after yours.
- 4. If Client arrives late for scheduled session, individual/company will be responsible for the payment of the period of time individual/company was scheduled and the time will not be extended. If Client was late more than 35 minutes the Studio reserves the right to cancel a session.

5. If the Studio must cancel a session due to engineer's illness or other reasonable cause from Studio's side, the Studio will reschedule the session for the earliest available time consistent with the needs of the Client. In the event neither the Client nor the Studio can agree upon a date and time for a session, the Studio will refund the deposit. after a time and date are set normal cancellation terms apply as usual. for more details on refunds please visit the link below

https://www.paypal.com/us/smarthelp/article/I-want-a-refund.-How-do-refunds-work-FAQ3248

- 6. Studio time extension depends on Studio availability and must be paid in advance. Regular rates apply to additional Studio time and services.
- 7. Studio time includes setup time, break down time, and any breaks taken by the artist(s) or engineer. For sessions lasting 8 hours and longer the engineer will be allowed 30-minute meal breaks per session. All such time is on the clock.
- 8. You forfeit the right for any charge backs from any financial institution as you agree to our no refund policy
- 9. In the case of a refund, a \$2.00 processing fee will be deducted. if no session is confirmed within 30 min of providing a deposit a refund will be issued automatically.
- 10. Deposits will be credited towards session upon arrival. no shows will result in loss of deposit. Deposits hold up to 60min, after a 60min period has passed the scheduled session may be cancelled. Deposits are non refundable.

Guest

1A. In the recording studio we have a 4 guest limit. After 4 guest we charge \$10 per guest with an 8 guest max.

Breakages and Damages to studio equipment

Any damages caused to studio equipment due to misuse and abuse will be charged to the artist/band/individual. Refusal to pay for damages will result in exclusion and/ or prosecution. 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 to not leave personal items unattended and ensure that you take all of your belongings with you when you leave. Millennial Sound is not responsible for any personal items that are lost or damaged on the premises.

Food/Drink

You are permitted to bring your own food and beverage into the studio. However, this must not enter studio booth or be placed on any of the equipment under any circumstances. Any damage caused to studio equipment due to spills and negligence with food and beverage will be charged as per our damages policy above. Please help us to keep the studio tidy for all guests. For your convenience 2 bottles of complimentary water are provided for every session.

Files/Re Edits

It is highly recommended to bring a storage device USB/Hard Drive Ect. Make sure your audio files are uncompressed (RAR & ZIP) to save time in your session, we only send session track out files online within your session. We are not liable and hold no responsibility for any files lost. We do however try to hold Sessions files up to 30 calendar days from when the session booked. All Re Edit/Re Master must be scheduled within 24hr of revived masters for both Video and Audio Masters.

ON FEB,2,2019 we will be implementing a new service.

For \$15.00 we will set aside time in the studio to send you your track out or WAV sessions via email. link listed below

LINK - <u>Track Out Shipment Service \$15</u>

Final Agreements

1b. Client shall be responsible for obtaining all mechanical licenses for music for which the Client does not own the rights. All such licenses must be obtained prior to duplication or replication. It is advantageous to assign ISRC codes for each recorded track, which should be embedded in the digital media when the master is produced. The client shall be responsible for and shall pay the fees for obtaining such codes.

2b. Disobedience of all terms and conditions by the Client or a guest of the Client will be grounds for removal of said person or persons from the property, immediate termination of this agreement, and loss of future use of the studio. In the event of termination of this agreement due to such causes, there will be no refund of monies paid by the Client. The Studio or its representative will have sole right to make such a determination.

3b. The Client releases the Studio from any harm or damage that may occur to any person in the Client's party or to equipment belonging to the Client. 4b. The Client agrees to allow its name, photographic image, and/or musical samples to be used on the Studio's website and/or for other promotional purposes. The Studio will not sell or allow downloads of the Client's music without prior agreement. 5b. Should any portion of this Agreement prove to be invalid, illegal, or unenforceable, it shall not affect the remainder of this Agreement. This Agreement is governed by the laws of the USA. In the event of a disagreement between the parties regarding the performance of this Agreement, both parties agree to attempt first a resolution through mediation. Should mediation fail and should litigation arise between the parties, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party. 6b. This constitutes the entire agreement between Client and Studio, and may not be modified, changed, or terminated in any way unless there is a written agreement signed by both parties. By booking time at the Studio, the Client agrees that they have read and understood the terms and conditions of this Agreement and do hereby agree to the provision 7b. By paying for your deposit You (Consumer / Artist / Person's) agree to the terms and conditions listed above also gives authorization for Millennial Sound LLC to electronically place a signature of (Consumer / Artist / Person's to be upheld in legal court documents 8b. By paying for our services cuts/ends, all rights to any music/videos or any content recorded / produced by any Engineer or producer or any one affiliated with Millennial Sound LLC, unless discussed or agreed upon, you agree to The Esign Act 9. This agreement shall be construed in accordance with and governed by the laws of California. INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE ELECTRONIC DEPOSIT AND SESSION INFORMATION HAS BEEN RECEIVED AND CONFIRMED. <u>SIGNITURE</u> X MILLENNIAL SOUND LLC DATE: 12-1-19

DATE:

Χ