

BETWEEN:

Dahlhouse Studios

#105-196 Metcalfe St., Ottawa, ON, K2P 1P8

(hereafter referred to as the STUDIO)

-and –

[Client]

The Recording Artist, or their legal representatives, hereafter referred to as the ARTIST

In consideration of the provision of studio time, the services of one (1) recording engineer and the provision of other services provided by Studio to Artist, the parties hereby agree as follows:

Services

1.1 Studio will provide the services set out on Exhibit A (attached hereto and made a part hereof), such services hereinafter referred to as the "Services"), including but not limited to engineering, tracking, mixing, mastering, editing, composing, arranging, performing, CD reproduction and forensic audio.

1.2 Artist understands that there will be additional fees for any additional services not listed on Exhibit A that are provided by Studio at Artist's request.

1.3 Artist understands that the rate quoted for the Services includes the services of one of Studio's designated engineers. Artist may choose to use his/her own engineer, but Studio reserves the right to refuse such engineer access to the equipment if, in Studio's sole opinion, such engineer is not technically proficient.

Rates; Payment

2.1 Artist agrees to pay for the Services at the applicable rates set out on Exhibit B (attached hereto and made a part hereof).

2.2 Once Artist has approved a track, mix or master, there will be an additional charge for any change to that track, mix or master.

2.3 Artist will pay Studio a deposit of 50% of the estimated total charges at the time of booking, and the balance upon completion of the Services. Studio time will not be reserved until the deposit is paid. Any additional charges for additional studio hours used, optional equipment, supplies and consumables, hospitality services, and other items will be added to the final invoice.

2.4 Invoices are due and payable on receipt. If Artist fails to pay an invoice on time, Artist agrees to pay Studio's actual expenses, including reasonable attorney's fees, associated with any collection proceedings.

2.5 Studio retains ownership of the master and will not release it to Artist until all amounts owing under this Agreement are paid in full.

2.6 The digital files created by Studio's Digital Audio Workstation (DAW) program—including project files, recorded audio and MIDI data, and any other proprietary DAW and NLE files, are the sole property of Studio and will not be supplied to Artist or any other third-parties. At Artist's request, Studio will export

multitrack digital audio files of compositions, at the rate of \$90 per composition, deliverable to Artist's portable physical media or online cloud storage.

2.7 Studio and its representatives make no claims upon Artist's songwriting royalties or copyright. In the event that a Studio representative wishes to claim a share of songwriting or copyright due to participation in said areas, Artist and Studio will agree to terms, in writing (attached herein as Exhibit D), before continuing further work on the Master.

#### Responsibilities of Studio

3.1 Studio agrees that it will:

provide the equipment in good working order;  
at Artist's request, provide studio personnel to assist as required during Artist's session;  
maintain safe, clean and comfortable facilities and  
ensure Artist's privacy during sessions.

3.2 Studio shall not be liable for any failure to perform its obligations if such failure is due to circumstances beyond its reasonable control. Any liability of Studio shall be limited to the total of all amounts paid by Artist for Services under this Agreement.

#### Responsibilities of Artist

4.1 Artist agrees that it will:

make all payments when due; pay all contract musicians directly, or indirectly through Studio; pay for any damage caused by Artist or by Artist's personnel or guests, other than normal wear and tear, to the equipment, studio facilities, common areas, building or grounds;  
not eat, drink, or smoke in the control room and not place any food, drinks or smoking material on any equipment; and  
not bring into or be under the influence of any illegal controlled substance or alcoholic beverage;  
respect the neighbours and neighbourhood surrounding the facility.

4.2 In the event of cancellation of a recording session or other scheduled service by Artist, Artist shall be responsible for 20% of the cost of such recording session, if cancellation occurs within 72 hours of the scheduled recording session.

#### Termination

If Artist fails to comply with any of its responsibilities hereunder, Studio may terminate this Agreement and retain any amounts paid by Artist prior to such termination.

#### Loss or Damage

6.1 Studio shall use reasonable efforts to secure all recording media (all master tapes, slaves, final mixes, DATs, cassettes, and all other magnetic media storage devices) belonging to the Artist and stored on the studio premises, but Studio shall not be liable for loss of or damage to any of the above.

6.2 In the event of loss to or damage of Artist's recording media due to willful negligence, Studio shall be responsible for replacement of no more than the value of the total replacement cost of the unrecorded tape and studio time to date devoted to said recording media.

6.3 Artist is solely responsible for all personal property belonging to Artist, Artist's employees and guests. Studio shall not be liable for any loss of or damage to any of such personal property.

6.4 Artist shall be responsible for any loss or damage to Studio property caused by Artist, Artist's employees, guests, invitees or agents acting under Artist's instruction, as a result of misuse, negligence, carelessness or willful misconduct.

#### Further Studio Terms and Conditions of Use

Artist agrees to abide by the Further Terms and Conditions of Use of Studio listed in Exhibit C (attached hereto and made a part hereof).

#### Acceptance of Media

Receipt and acceptance of the recording media by Artist after completion of the Services shall be deemed acknowledgement between both parties that the quality of the Services is satisfactory to Artist and shall release Studio from any and all liability and claims regarding such Services.

#### Entire Agreement

This constitutes the entire agreement between Artist and Studio, and may not be modified, changed, or terminated in any way except in writing signed by both parties.

#### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the City of Ottawa.

Client is deemed to have agreed to the terms and condition herein by making the 50% deposit on studio time.

JASON DAHL - OWNER, DAHL HOUSE STUDIOS

## Exhibit A

### Services to be Provided by Dahlhouse Studios

Use of the studio facility, including live room, control room, lobby area, artist lounge area, restroom and use of the following equipment:

Digital Recording – Legitimate and reasonably current versions of: Steinberg Cubase Pro, Logic Pro and plugin FX; Mac Pro Computer; Various Computer interfaces; Various Mic preamps

Signal Processing Software - All plug-ins installed at the time of recording.

Microphones - All mics available at the time of recording.

Keyboards – MIDI Controller

Guitar Equipment – 1995 Fender Stratocaster, Seagull Acoustic Guitar (25<sup>th</sup> Anniversary Edition), Line6 POD; Marshall Mini-Stack

Miscellaneous - All other recording gear installed at the time of recording.

### Set-Up Times and Breaks

Set-up time and breaks will be billed at the agreed hourly rate. Set-up times may vary, but expect at least 2 hour per set-up for full band, 30-minute setup for vocalists.

The engineer will take a break for 10 minutes every 2 hours to alleviate fatigue. Break times are counted in the hourly rate.

## Exhibit B

RATES AND CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE, BUT ANY SUCH CHANGE WILL NOT APPLY TO ANY CONTRACT CURRENTLY IN EFFECT.

Studio Rates as of January 2021 at Sixty-Five CanadianDollars (\$60.00) per one (1) Hour.

### Additional Charges

#### Digital instrumentation Services

Digital instrumentation Services are available by request at additional charge. The Artist agrees to pay or cause to be paid any and all royalties as set forth in the "Recording Contract for Musicians" attached hereto as Exhibit D.

#### Optional Equipment

The following equipment is not included in the Studio's standard rates. Use of this equipment will incur additional charges at the following rates: NONE

#### Supplies and Consumables

Supplies and consumables include CDs, cassettes, tape, DVDs, etc. These items will be charged out as follows:

CD's – Two Canadian Dollars (\$3.00) per blank disc (no label)

USB hard drive - One Hundred Dollars (\$200.00) installed.

DVD's – Three Canadian Dollars (\$5.00) per single layer blank disc (no label).

The above prices are for blank media only and do not include time or duplication.

#### Backups and Storage

Daily back-up to the studio's hard drives is free during each recording session. Backing up to the artist's storage media will be billed at the hourly studio rate.

Onsite hard drive storage is free for 3 months after the last recording session, and \$5.00 per gigabyte thereafter, billed weekly in advance. Non-payment for storage will result in permanent deletion of the files. Ongoing projects that are booking time on a regular basis (8 or more hours per month) are not subject to this provision.

#### Hospitality Services

Hospitality services are available by request with 24 hours advance notice. Hospitality services include catering and the provision of food and beverages (non-alcoholic). The Artist is responsible for the full payment of all food, drinks and a 20% gratuity directly to the studio at the time of delivery.

#### CD Duplication

CD Duplication service is available for Four Canadian Dollars (\$10.00) per disc. Window envelopes are available for an additional Ten cents (\$0.10) per disc. CD Duplication service includes one (1) label design and layout. Additional layouts are available at a rate of Fifteen Dollars (\$15.00) per hour.

#### Exhibit C

##### Further Terms and Conditions of Use of Studio

All artists using studio space must behave in a manner that is respectful of the building and equipment, and is considerate of other users of the studio.

Noise outside the facility must be kept to a minimum at all times.

If an artist brings equipment into the studio, the artist is solely responsible for the working order of the equipment. The studio reserves the right to refuse to allow the use of such equipment if the studio believes it to be in unsafe condition.

Smoking is NOT ALLOWED anywhere within the building, including washrooms and stairwells. If you smoke outside the building, you must be at least 25 feet from doors and windows. Do not leave cigarette butts on the grounds. Smoking is permitted only in the public spaces outside the studio building. Place trash in the receptacles provided, whether on the grounds and inside the building.

Alcohol and/or drug use is STRICTLY PROHIBITED anywhere on the property. Any such behaviour by the artist or by the artist's crew or guests will result in immediate termination of the contract and removal of the person(s) from the facility.

No beverages of any kind – including water – are to be consumed near any equipment.

The artist is liable for any and all damage caused by negligence, recklessness, or misconduct of the artist or the artist's crew or guests.

The artist is allowed to have up to 6 guests (people not actively involved in the recording session), but the artist is responsible for these guests. If a guest is disruptive to a session, s/he will be asked to leave.