

Josh Caldwell Music / Production & Recording Agreement
General Terms & Conditions

Payment Terms: Josh Caldwell will accept cash, money orders or checks in payment for recording and production costs. Checks will be accepted only with proper ID and client's name printed on the check. A \$20 fee plus all bank fees will be applied for any bounced checks. Payments are to be made prior to or at the end of each recording session. Deposits must be made on work-for-hire projects prior to production. Any remaining balance must be paid in full prior to completion or release of final mix. No refunds of deposits or retainers will be given. If client is paying rate per song, up to three edits or mixes are included, additional edits or mixes default to hourly rate of \$40/hr or agreed upon other.

In the event any money is due to Josh Caldwell upon conclusion of the recording services contemplated by the Recording Agreement, client shall pay same, in full, prior to release of any CDs, master, mix down or otherwise by Josh Caldwell. For this purpose, Josh Caldwell retains a possessory lien in any such CD, master, mix down, or otherwise, and shall be entitled to maintain custody and possession of same, until all sums due under this recording contract have been paid in full. Place for payment, any and all sum due under this Recording Agreement are payable to Josh Caldwell.

Recording Credit: Client agrees to give credit upon any distribution of the recording made with Josh Caldwell, as follows: "Mixed & Mastered by Josh Caldwell" or "Produced by Josh Caldwell" or other applicable wordage. Appropriate credit will be given to engineers and hired musicians involved, if applicable. Josh Caldwell reserves the right to use final mixes or masters produced in the studio for promotional use or website samples, unless discussed otherwise.

Confidentiality: Client and Josh Caldwell agree that under no circumstances, provided that Client so elects, will any copies, recordings, CDs, programs, sequences or record of Client's performance or music remain in possession of Josh Caldwell upon final payments, unless used for promotional purposes to promote the work of both parties with respectable credibility and permissions. Due to the proprietary nature of Client's music, arrangements, programs, sequences and performances, there shall be complete privacy and confidentiality regarding any and all of Client's material of whatever kind of nature. If Client and Josh Caldwell agree otherwise, such agreement shall be written and signed by both parties.

Indemnification: Client agrees to indemnify and hold harmless Josh Caldwell from any copyright or trademark infringements which may be asserted in any court of law, State or Federal, resulting from the recording and distribution of any music from Josh Caldwell by Client, and further represents that Client has obtained, or will obtain, prior to release and distribution, full authority of the appropriate copyright owner(s) to record and distribute the music recorded by Josh Caldwell Music.

Drug Use / Theft: Any client or person brought and/or invited onto the property by Client who uses and/or is in possession of any illegal substance or weapon at Josh Caldwell Studio will be permanently expelled, no exceptions. Any client or person brought and/or invited onto the property by Client who commits an act of theft at Josh Caldwell Studio will be permanently expelled and prosecuted, no exceptions. In either of these situations, client forfeits any and all deposits or retainers.

Limitation of Liability: Josh Caldwell cannot, does not and will not warrant the ultimate quality of the music recorded by Client, since ultimately such quality depends on the talents and performance of Client(s). However, Josh Caldwell does warrant that the facilities, equipment, goods and services of the Studio are fit for the purposes of professional recording, and that all equipment, goods, work and services provided by Josh Caldwell or its agents, will be of good and merchantable quality and good workmanlike quality. Artist acknowledges that, except as provided herein, there are no warranties, expressed or implied. Josh Caldwell shall not be held liable for accidental loss or destruction of recordings and/or recorded materials stored on any recording medium at the Studio due to acts of nature, power outage/surge, theft, computer glitch or hard drive malfunction. Josh Caldwell takes precautionary measures in maintaining computer systems, but ensuring that backup copies are made and maintained is the sole responsibility of Client.

Assumption of Liability: While on the premises of Josh Caldwell Music Studio, Artist and all persons brought and/or invited onto the property by client or on Clients behalf agrees to wave any liability for any personal injuries and/or damages, including but not limited to property loss and/or damage, and agree to indemnify and hold harmless Josh Caldwell and any other agents of the Studio, for himself and such persons invited in his recording project, represent and acknowledge that there are always potential hazards on premise and Client, together with such person(s) involved in his recording project, accept full liability and responsibilities for their actions and any injuries and/or damages that may be sustained while on the property. The Laws of the State of Texas shall govern the validity, performance and enforcement of this agreement, regardless if it's in any other jurisdiction's choice of law principles, should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the County of Williamson, in the State of Texas. Second party, Artist or Client expressly consents to Josh Caldwell to designate the venue of any such suitor action.

Client Name: _____

Client Signature / Date: _____

Client Email / Phone: _____

Client Mailing Address: _____