

Studio 770

Artist or Gold Membership Agreement (month-to-month)



Terms & Conditions

Working Agreement

This Membership Agreement, hereinafter referred to as “Agreement”, is effective upon signature by and between Studio 770, hereinafter referred to as “Studio”, and You, hereinafter referred to as “Member”.

Location

Membership benefits and services are limited to Studio B (Artist Plan) or Studio B & C (Gold Plan), located on the property of 770 S Brea Boulevard, Suite 213/214, Brea CA 92821. If Member wishes to use additional studio space beyond Studio B or C, approval from Studio is required and additional fees may apply.

All studios shall be used specifically as a facility for music production, recording, songwriting, collaborations, and other music related business use. Any other use is prohibited without prior consent of Studio.

Fees

Member shall pay to Studio a single payment of \$149 for Studio B only (Artist Plan) or \$199 for Studio B & C (Gold Plan) of membership dues to initiate the membership for one (1) month on a **month-to-month basis**, in addition to a one-time, non-refundable enrollment fee of \$100.00. If member is renewing within 30 days of their previous membership expiration, the \$100 enrollment fee will be waived at time of renewal. Each Member is required to choose an engineer and prepay online at time of booking at a rate of \$60 per each 3 hour session block in Studio B, and \$95 per each 3 hour session block in Studio C (Gold membership option only). There are a few specialized engineers that require an additional hourly fee, they are clearly indicated on the booking page.

A 3% credit/debit card transaction fee will be added to all credit/debit card payments.

Our Engineering Staff

Our engineers are hand picked based on both technical and creative skill levels. We emphasize the ability of the engineer to establish a safe and comfortable environment to encourage the artist’s full self expression. Within 24 hours of your membership registration, you will be given access to the Member Hub, where you will book your sessions based on your chosen engineer’s availability. The engineer’s bios are available on the website and you are welcome to try different engineers through out your membership.

An engineer is required to be present for each session, however, the Member is only required to be present if a guest is present. As a Member, you are welcome to send files to the engineers to be mixed and mastered and emailed to you for approval.

In the instance that a Member chooses to supply their own engineer for a session, the online process of prepayment and booking still remains the same, with the studio's engineer then acting as assistant engineer/studio representative.

As a courtesy to new members, there are a few engineers offering (1) free session block for each new member. This gives the member an opportunity to establish the best working relationship available. Please note that the Studio cannot guarantee that any specific audio engineer will be offering this service on an on-going basis, as our engineering staff changes from time to time. Please check the Staff page on our website for this opportunity prior to completing your membership registration.

Payments

Member is required to have an active and valid credit card on file at all times. It is Member's responsibility to report any changes in the current credit card information to Studio.

Credit/Debit Card - Credit/Debit card payments are processed by Paypal and a 3% credit/debit card transaction fee will be added to all credit/debit card payments.

Enrollment fee - Once membership is initiated and payment received, Member will be invoiced for the \$100 enrollment fee, which must be paid prior to first session. The enrollment fee is waived only if a previous membership is renewed within 30 days of a registered member's expiration date.

Cash/Check/Venmo/Zelle - These alternate payment methods are available for membership dues and/or enrollment fee Only, and will be charged **an additional \$20 per transaction** to cover administrative costs. Returned checks will result in an additional \$35 charge.

Artist Plan Scheduling

Member will receive unlimited studio session blocks based on availability. Artist Members can schedule a maximum of one (1) studio session block per day. A session block is considered a maximum of 3 hours per block. Member's can only book a new session block once the current session block has been utilized, maintaining no more than 1 session block on the calendar at one time.

Gold Plan Scheduling

Member will receive to booking daily studio session blocks based on availability. Gold Members can schedule a maximum of two (2) studio session blocks concurrently with a limit of two (2) session blocks per day. A session block is considered a maximum of 3 hours per block. Member's can book a new session block as each current session block is utilized, maintaining no more than two (2) session blocks on the calendar at one time.

All bookings are subject to availability on a first come, first served basis.

There is no free setup time, as the engineer or studio are not obligated to engage with the client prior to the session start time. Scheduling is available 7 days a week, excluding major holidays and private Studio events.

The following are the designated time blocks to choose from:

- Morning Block | 10:00am - 1:00pm
- Afternoon Block | 2:00pm - 5:00pm
- Evening Block | 6:00pm - 9:00pm
- Late Night Block | 10:00pm - 1:00am

A Member can choose to utilize all or part of a designated block. The session will end at the designated time no matter what time the session begins. Exceptions would apply, if the session experiences any downtime due to technical problems or any studio staff related issue. We also offer a discounted extended session (overtime) option.

Extended Session (overtime) Option

A Member can choose to extend their session block time beyond the designated 3 hour block only under specific guidelines. The engineer must agree to extending the session, the studio is available to extend the session, the member agrees to be invoiced for the overtime based on a discounted **\$60/hour rate in Studio B**, and a discounted **\$85/hour rate in Studio C**. These overtime charges are billed at a minimum of one (1) hour. This invoice must be paid in full prior to Member booking their next session.

Session Cancellation Policy - Studio adheres strictly to the following cancellation policies:

24-hour cancellation policy: If Member cancels a session within 24-hours of the scheduled session, Studio will either invoice for, or deduct a **\$30 cancellation fee for Studio B, and a \$50 cancellation fee for Studio C** from Member's prepaid session credit. All membership services and/or privileges will be suspended until this payment is received.

8-hour cancellation policy: If Member cancels a session within 8-hours of the scheduled session, Studio will either invoice for, or deduct a **\$40 cancellation fee for Studio B, and a \$70 cancellation fee for Studio C** from Member's prepaid session credit. All membership services and/or privileges will be suspended until this payment is received.

Late Arrival and No-Show Policy

If Member is running late to a session, as long as Member is in communication with Studio, the engineer will remain on-site awaiting Member's arrival. This wait time will be considered part of the session time and the session will not be extended over the 3 hour limit.

If Member is running late to a session and **no communication** from Member has been received by Studio or engineer, the engineer will wait no more than one hour. Studio will either invoice for, or deduct a **\$60 cancellation fee for Studio B, and a \$95 cancellation fee for Studio C** from Member's prepaid session credit. All membership services and/or privileges will be suspended until this payment is received.

Refunds

No refunds will be granted at any time. Any prepaid engineering fees unused due to Member's session cancelation will be held on credit to be used for a future session's engineering fee.

Terminating Membership

Studio membership is based on a 1-month commitment. If Member chooses to terminate the membership prior to the 1-month period, the enrollment fee (if applicable) will not be refunded.

Both Member and Studio reserve the right to terminate the membership by providing written notice with the understanding that the enrollment fee (if applicable) or any prepaid sessions will not be refunded, and any fees that may be due are paid in full

In the event that Member is in violation of any section of this Agreement, Studio reserves the right to terminate the membership and cancel any and all booked sessions immediately without prior notice and without a refund of the enrollment fee or any portion of prepaid membership dues.

Guests & Membership Sharing

A maximum of **3 guests per session** are allowed to accompany Member with approval from Studio. Appropriate guests include artists, producers, collaborators, writers and any other music related individuals over the age of 18. If guests are not actively a part of Member's session or if Member is not present during the scheduled session, they will not be allowed into the Studio or on Studio property. Only Member is authorized to schedule sessions and must be in attendance to all scheduled sessions when guests are present.

All Guests are required to abide by all Studio terms and conditions outlined in this Agreement. In the event that a guest is in violation of such terms and conditions, Member will be asked to remove the guest from the Studio premises. Studio reserves the right to refuse the entrance of any guests brought by Member from the Studio property temporarily or indefinitely.

Members may share the membership cost with other non-members, however, the principal Member (the person who has signed this Agreement) is solely responsible for payment to Studio for the monthly membership dues. All paying non-members accompanying Member in Studio sessions will be considered guests.

Use of Studio Equipment

Authorized staff will be present at all times to assist with studio equipment. While in use, Member is responsible for the care of Studio owned property and equipment. Any damages or negligence incurred during Member's use are the financial responsibility of Member. Studio is responsible for general repairs caused by reasonable everyday wear and tear. It is the responsibility of Member to promptly notify Studio of the need for any repairs of which Member becomes aware. Any use of studio's printer will be charged at 50 cents per page, due on session.

Courtesy to Staff and Fellow Members

Member is expected to be respectful to all studio personnel and fellow members to maintain a creative, positive environment for all. Failure of Member to comply will result in immediate termination of membership without prior notice or refund of the enrollment fee. Any internal issues should be reported to the management for review.

Food, Drinks, Smoking or Vaping

Food and drinks are welcome as long as Member leaves studio area the same as when Member arrived. Member shall hold Studio harmless from any responsibility toward alcoholic beverages consumed on premises. Smoking is prohibited inside the building.

Illegal Substances

Illegal substances are strictly prohibited on the Studio premises. Failure of Member to comply will result in immediate termination of membership.

Personal Belongings

Studio is not responsible for the loss or damage of Member's personal belongings and/or equipment.

Data Storage

Member is responsible for data backup. Studio is not responsible for the loss of Member data. Time spent backing up data must be completed within the 3-hour session block. We highly recommend that each Member supply a compatible external USB drive for Member's production needs (confirm USB drive for Mac OSX compatibility).

Photo & Video Release

Studio reserves the right to publish any photographs and videos taken of Member and Member's name, for use on the Studio's website, social media pages, and marketing materials. Member acknowledges that no financial compensation will be provided by Studio for the use of photos and videos of Member and Member's name on the Studio website, social media pages, and marketing materials.

Indemnity

Member shall indemnify and hold Studio (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorney fees, made by any third party due to or arising out of Member's breach of this Agreement, or Member's violation of any law or rights of a third party.

Governing Law

This Agreement shall be construed under and governed in accordance with the laws of the State of California.

You will be required to also sign a hard copy of this same "terms and conditions agreement" at your first session.