

# Contract for Audio Editing

## *Musical & Horizon*

This audio editing contract titled Contract for Audio Editing ("Contract"), between Musical Horizon, LLC, a New Jersey Limited Liability Company, with its main mailing address at 184 South Livingston Avenue, Suite 9-102, Livingston, NJ 07039, ("Studio") and \_\_\_\_\_, a(n) \_\_\_\_\_ (individual, limited liability company, corporation, other - please specify) residing at / with its main office at \_\_\_\_\_ (address, town, state, zip) ("Producer") (each a "Party" and collectively, the "Parties"), is made and shall be effective as of \_\_\_\_\_ (to be filled in by Studio on the date Studio accepts Contract).

In consideration of the mutual promises set forth in this Contract, as stipulated in Schedule A, titled Details of the Final Product, and as stipulated in Schedule B, titled Music Composition List, attached hereto, the Parties agree as follows:

### **1. Definitions:**

Unless otherwise stipulated within this Contract, all defined terms will have the meaning set forth in this paragraph:

- a. "Business Day" shall mean any date in which the United States Postal Service accepts mail from postal customers.
- b. "Deposit" shall mean the required funds to be paid to Studio by Producer prior to services being rendered, as provided for in Paragraph 4, titled Deposit and Additional Payment Policies.
- c. "Editing" shall mean any manipulation of unaltered audio.
- d. "Expense" shall mean any billable item or service not listed in Paragraph 3, titled 'Rates.'
- e. "Final Cost" shall mean the rates billed to Producer not considered an Expense.
- f. "Final Invoice" shall mean the invoice provided to Producer by Studio after all work is completed detailing the Final Cost, Expenses, discounts applied, applicable sales tax, payment plan, and remaining balance due.
- g. "Final Product" shall mean the entire contents of all physical or digital items Studio shall provide to Producer under this Contract.
- h. "Finished Product" shall mean the final version of audio after all Editing is completed, in the format to be provided to Producer.
- i. "Term" shall mean the date this Contract is accepted by Studio through ten (10) Business Days following the date Producer receives the Final Product.
- j. "Territory" shall mean the universe.

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### 2. **Editing Services:**

a. Editing Services. Studio provides the following Editing services:

1. Background Noise Reduction<sup>1</sup>;
2. Normalization<sup>2</sup>;
3. Tracking<sup>3</sup>;
4. Removal<sup>4</sup>;
5. CD Mastering<sup>5</sup>; and
6. Splicing and other advanced Editing.

- i. To ensure accuracy of Editing, Studio reserves the right to request Producer to provide copies of musical scores.

### 3. **Rates:**

a. Producer shall be responsible for making payment to Studio based on the following rates and fees. Required rates and fees are marked with the following symbol: ♪

<b>Base Price ♪</b> <ul style="list-style-type: none"><li>- Standard Editing for up to fifteen (15) minutes of total audio run time.</li><li>- Final Product to be provided via download in both WAV and MP3 file formats.</li><li>- Free Online Storage<sup>6</sup></li><li>- New Jersey Sales Tax on Base Price is included. Additional tax may be assessed if additional audio run time or advanced editing is required.</li><li>- One (1) license is included. Additional licenses are billed at the statutory rate.</li></ul>	<b>\$75.00</b>
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<b>Additional Audio Run Time</b>	<b>\$5.00 for every additional minute of audio run time</b>
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<sup>1</sup> Removal of noise and reduction of noise are different procedures. Studio attempts to *reduce* background noise whenever reduction is feasibly possible to do so. However, sometimes this process can *remove* the sound of the performance. Producer acknowledges that in many cases background noise reduction is not possible.

<sup>2</sup> Adjustment of amplitudes to provide an optimal listening experience.

<sup>3</sup> The creation of tracks either by movement, piece, song, etc. During the Session, Studio makes a new track before giving the ready cue, or in the case of a recital or concert, after performers exit the stage.

<sup>4</sup> Removal of unwanted applause, tuning, silence, etc.

<sup>5</sup> Preparation and setup of audio files for production of an Audio CD (as defined below) and creation of the first Audio CD.

<sup>6</sup> Storage time is for a minimum of ten (10) days. Any delays for service outages will extend this timeframe. Storage may be hosted by a third-party vendor of Studio's sole choice. Producer may select a password to be set by the audio engineer at the time of upload, to restrict access to the digital audio files.

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<b>Advanced Editing</b> <ul style="list-style-type: none"><li>- Only charged if advanced editing requires more than one (1) hour to complete.</li><li>- Studio must receive Producer's prior approval</li></ul>	<b>\$75.00 per additional hour</b>
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<b>Audio CD or CD with Audio Files</b>	<b>- \$10.00 per CD plus shipping</b>
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- b. Sales and Use Tax. All New Jersey Sales Tax (for any balances over seventy-five dollars (\$75.00)) will be collected via the Final Invoice. Producer is responsible for paying any Use Tax that may apply.

**4. Deposit and Additional Payment Policies:**

- a. Producer shall provide Studio with a seventy-five dollar (\$75.00) Deposit at the time of execution of this Contract.
- b. Studio shall not provide services to Producer until payment provided for the Deposit has cleared.
- c. All monies designated as Deposits shall be indicated on the Final Invoice and be applied towards the balance due accordingly.
- d. Additional Payments. Until Studio provides Producer with the Final Invoice, Producer will not be required to make any additional payments to Studio. If Producer tenders any additional payment to Studio after tendering the Deposit, but before Studio provides Producer with the Final Invoice, Producer authorizes Studio to deposit the additional payment(s) prior to the date of the Final Invoice, unless the payment is post-dated, in which case, Studio will not be permitted to deposit the additional payment until the date stated on the instrument. Upon Producer's request, Studio must provide a receipt to Producer for any cleared additional payment.
- e. Producer acknowledges that tendering any payment prior to receiving the Final Invoice does not indicate that payment has been made in full.
- f. Gift Certificates. If Producer has been provided with a **Musical Horizon®** Gift Certificate ("Gift Certificate") and wishes to apply the Gift Certificate to this Contract, the Gift Certificate must be surrendered to Studio's engineer prior to the date of the Final Invoice. Gift Certificates shall be applied as Deposits or as additional payments. Under no circumstances will the value of a Gift Certificate be refunded if Producer cancels this Contract. Gift Certificate balances exceeding the remaining balance due on the Final Invoice shall be provided to Producer as a credit towards future Studio services.
- g. Producer's Right to Cancel and Request Refund of Deposit.

1. Producer Signs In Front of Studio Representative. If Producer signs this Contract in the presence of a Studio representative, Producer has three (3) Business Days from the date Producer signs this Contract to request a full refund of any payment tendered, unless Editing services have been rendered. If any Editing services have been rendered, Producer waives Producer's right to cancel within the three (3) Business Days and any payments tendered will become non-refundable. Pursuant to this subparagraph, to make a refund request, Producer must provide Producer's cancellation in a written format

postmarked, sent via facsimile, or emailed to Studio no later than 11:59 PM ET of the third Business Day following the date Producer signs this Contract.

2. Producer Cancels Prior to Completion of Final Product. Irrespective of Paragraph 4(g)(1), if Producer cancels this Contract after providing Studio with the audio files, but prior to the completion of the Final Product, Producer will be given the option of either a full refund – less any credit processing fees and licenses purchased, if any – of all payments tendered, or a credit in the amount of the payments tendered, which can be used towards any future service with Studio.
3. Credits. If a credit is chosen, the credit must be used within six (6) months from the date Producer cancels this Contract. Once Producer chooses a credit, Producer forfeits Producer's right to receive a refund.
4. Email Cancellations. In the case of a written cancellation via email, the internet headers must indicate that the email's send-date was processed by the deadline.

**5. Completion Date Policies:**

- a. Studio shall in good faith try to complete projects quickly.
- b. Producer acknowledges that Studio guarantees no specific timeframe for completion of projects.

**6. Invoicing and Delivery of Final Product:**

- a. Final Invoice. Studio shall send Producer the Final Invoice when all contracted work is completed.
- b. Shipping. The Final Invoice shall include any shipping and handling charges for delivery of the Final Product. As long as the shipment contains no more than five (5) CDs, there will be no charge for standard shipping on all orders over one-hundred-fifty dollars (\$150.00).
- c. Delivery. Payment must be made in full, and all checks must clear, before shipment or delivery will be arranged. Upon verification of cleared payment, Studio must, within three (3) Business Days, deliver all physical portions of the Final Product to the shipping carrier and email Producer the download URL(s) for all digital portions of the Final Product.
- d. Shipping and Email Addresses. Studio shall ship Final Product to the address stated in Paragraph 9(b), titled Contact Information, Producer, via UPS Ground. Studio shall email download URLs to the email address stated in Paragraph 9(b), titled Contact Information, Producer.
- e. Lost or Damaged Shipments. Studio shall utilize the following procedures in the instance of a lost or damaged shipment:
  1. Studio will request a UPS investigation.
  2. If UPS cannot locate the package, or provide proof of delivery, within ten (10) Business Days from when the investigation is started, a duplication of the Final Product will be processed and shipped to Producer via UPS Ground Signature Required.
  3. If a damaged shipment occurs, Producer may be required to return the damaged products to Studio within ten (10) Business Days, or allow UPS to retrieve the damaged items upon UPS's request. Studio will replace the damaged items free of charge and ship the items via UPS Ground Signature Required.
- f. Backups. Producer shall create backups of the Final Product received under this Contract prior to the expiration of the Term and shall be responsible for the further maintenance of same.

**7. Copyright Policies:**

a. Licenses.

If the sound recording resulting from this Contract contains any third-party work(s) that is/are copyright protected, Studio shall pay for the first license necessary to produce the recording at no charge to Producer. Additionally, Producer agrees to reimburse Studio for any additional licenses purchased necessary to produce the recording.

All licenses purchased by Studio, will be purchased in Studio's name. Upon request, Studio must provide Producer with a copy of the receipt from purchase of any license.

b. Accurate Information. Producer shall provide accurate information to Studio pertaining to the audio file(s) being edited and shall indemnify Studio, including reimbursement of any legal fees of Studio's chosen counsel, if Producer provides false information.

- c. Producer's Responsibility to Purchase Licenses. Subsequent to the Final Product being delivered to Producer, Producer will be solely responsible for procuring all licenses, and will not hold Studio liable for any damages that may result from failure to procure licenses. Producer shall indemnify Studio for any damages arising out of Producer's failure to procure licenses, and Studio shall be permitted to recover damages from Producer, for Producer's failure to procure licenses.
- d. Studio's Copyright in Resulting Sound Recording. Subsequent to the Final Product being delivered to Producer, Studio irrevocably assigns and fully transfers Studio's copyright ownership in the sound recording to Producer immediately following the delivery of the resulting sound recording to Producer.
- e. Producer's Right to Seek Independent Legal Counsel. Studio recommends that Producer seek independent legal counsel to advise as to Producer's rights and liabilities for entering into this Contract, as well as, for the distribution of all resulting audio files.
- f. Equitable Remedies. Producer acknowledges that Producer's breach of the provisions in this paragraph, titled Copyright Policies, has the potential of resulting in irreparable damage to Studio. If Producer breaches, Studio will be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which Studio is entitled at law or in equity.

**8. Payment Options and Instructions:**

a. Cash, Money Orders, Checks. Producer may make payments in cash, by money order, or by check:

1. Payments should be made **payable to "Musical Horizon, LLC"** and should be delivered to:

184 South Livingston Avenue  
Suite 9-102  
Livingston, NJ 07039

2. When a check is issued as payment, Studio reserves the right to wait five (5) banking days after depositing the check to verify that the check clears the bank.

3. All checks must have the name and address of the payor imprinted on the check.  
4. Studio may process checks electronically.

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5. Returned Checks. If any check provided to Studio by Producer is returned to Studio, Producer will be held responsible for all bank, other third-party fees, or collection costs that occur because of Producer's returned check. These fees must be paid in full within ten (10) banking days from the date Studio informs Producer of the error. If Producer does not provide instructions to Studio within thirty (30) days regarding whether to redeposit the returned check, Studio reserves the right to redeposit the check. If the payment is returned again, Studio may redeposit the check a third and final time.
6. Personal Delivery. No checks will be provided to Studio at a Personal Delivery.
- b. PayPal Here (Credit/Debit Cards and PayPal Payments). Producer may make payments using a credit or debit card via the PayPal Here Mobile Application or by making a PayPal Payment via the PayPal Here Mobile Application, as follows:
  1. Credit or Debit Card. Studio may process a major credit or debit card (e.g., Visa, MasterCard, Discover, or American Express) by utilizing the PayPal Here Mobile Application.
  2. In Person or In Writing. All credit or debit card payments may be made in person or in writing with an authorized signature. PayPal Payments may also be made in person.
  3. Over the Phone. Studio, in Studio's sole discretion, may also accept payment information over the phone.
  4. Chargebacks. Chargebacks on credit or debit cards are prohibited once services are rendered. Producer will be held responsible for all bank fees, merchant fees, other third-party fees, or collection costs resulting from a chargeback.
- c. Online PayPal Payments. Producer may make payment via PayPal online ("Online PayPal Payment")<sup>7</sup>, as follows:
  1. Instructions. Detailed instructions for making an Online PayPal Payment is available on Studio's website: <http://www.musicalhorizon.com/pay> Producer agrees to follow directions as displayed on the website at the time of Producer's checkout and acknowledges that Producer can print the webpage for Producer's records.
  2. Chargebacks. Chargebacks on credit or debit cards are prohibited once services are rendered. Producer will be held responsible for all bank fees, merchant fees, other third-party fees, or collection costs resulting from a chargeback.

### 9. Contact Information:

- a. Studio. Studio can be contacted via the following methods:
  1. Telephone: (973) 287-4029
  2. Facsimile: (973) 250-2945
  3. Studio's Email: [recording@musicalhorizon.com](mailto:recording@musicalhorizon.com)
  4. Studio's Billing/Credit Email: [creditcards@musicalhorizon.com](mailto:creditcards@musicalhorizon.com)
  5. Mailing/Shipping Address: 14 Oakwood Avenue, Livingston, NJ 07039
  6. Studio Engineer's Name (to be filled in by Studio): \_\_\_\_\_

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<sup>7</sup> PayPal processes all major credit cards (Visa, MasterCard, Discover, American Express) and offers other ways to finance payments.

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7. Studio's Engineer's Mobile (to be filled in by Studio): \_\_\_\_\_
8. Studio's Engineer's Email (to be filled in by Studio):  
\_\_\_\_\_@musicalhorizon.com
- b. Producer. Producer can be contacted via the following methods (to be filled in by Producer):
  1. Telephone: \_\_\_\_\_
  2. Facsimile: \_\_\_\_\_
  3. Email: \_\_\_\_\_
  4. Mailing Address: \_\_\_\_\_
  5. Shipping Address: \_\_\_\_\_
- c. Changes. The Parties agree to provide written notice to each other if the above Contact Information changes at any time during the Term.

**10. Studio's Acceptance to Contract:**

- a. Review. Before this Contract is finalized, Studio will review all terms as stated in this Contract to verify that all necessary sections are satisfactory to Studio prior to signing. If any sections are found inaccurate, or problematic, Studio will return this Contract to Producer for Producer's review and/or revision.
- b. Time of Acceptance. The time of Studio's acceptance will be determined as when Studio dispatches Studio's engineer's signature to Producer.
- c. Method of Acceptance. Studio shall send acceptance to Producer in the same medium that Producer provided Producer's signature, or via certified mail at Studio's sole discretion.

**11. Cancellation, Correction, and Refund Policies:**

- a. Must Be in Writing. Cancellations will only be communicated in writing. Verbal communication regarding a Party's intent to cancel will not be binding, and the verbal communication must be followed up in a written format, electronic or postal.
1. Exceptions. If Producer experiences a *force majeure* event (e.g., death in the family, hospitalization, acts of God, etc.), Studio reserves the right to require written documentation to be provided to Studio confirming the *force majeure* event before accepting a request to have all remaining fees waived. Once written cancellation and/or documentation of a *force majeure* event are received, any deposits and additional payments received by Studio must be refunded or credited as stipulated in Paragraph 4(g), titled Producer's Right to Cancel and Request Refund of Deposit.
  - b. Work on Project. In the case of Producer canceling this Contract, if Producer verbally contacts Studio, Studio must stop work on the project. However, if written cancellation is not received by Studio within ten (10) days of Studio's acknowledgement of Producer's intent to cancel, Studio may resume any contracted work until written cancellation is received by Studio.

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- c. Cancellation Post-Completion. Producer may not cancel this Contract after Editing services have been completed.
- d. Failure of Producer to Communicate. If during the Term, Studio requires further instruction from Producer, Studio will try to contact Producer. If Producer fails to respond within seven (7) days, Studio will send out a certified mailing to Producer. If Studio receives no response to the certified mailing within ten (10) days, Studio may assume that Producer intends to cancel and this Contract may expire, as if requested by Producer. If contact is reestablished, Studio, at Studio's sole discretion, may reinstate this Contract.
- e. Corrections and Refunds. Studio guarantees Producer's satisfaction of Studio's work. If for any reason Producer is not satisfied with the work Studio has performed, Studio will attempt to correct the issues, or provide a refund to Producer, minus any licensing/administrative fees, if any, and any shipping charges, for any Final Product that cannot be corrected.

1. To request a correction or refund, Producer must contact Studio within ten (10) days providing Producer's reason for not being satisfied with Studio's work.
2. Failure to provide a reason as to why Studio's work is inadequate will result in a denial of a refund.
3. Refund requests will not be honored by Studio if Producer does not notify Studio of a problem within ten (10) days from the date of delivery.
4. If Producer made any payments with a credit card, debit card, or an online payment option, refunds will be credited back to these sources before a refund check made payable to Producer will be drafted. If the ability to process a refund to a credit card, debit card, or an online payment option is not possible, a refund check made payable to Producer will be drafted. All refunds must be processed by Studio no later than fifteen (15) banking days from the date refund is mutually agreed upon; however, Studio may extend this timeframe if a payment provided by Producer is still processing.

- f. Copyright Policies in Relation to Canceled or Refunded Orders. Upon receipt of any product, Producer agrees that Copyright Policies, as stated in this Contract will remain in full force and effect, regardless of the cancelation or refund.

### 12. Representations and Warranties:

Producer represents and warrants the following:

- a. Producer has the right, power, and authority to enter into and to fully perform under this Contract and is not and shall not be under any liability, restriction, or prohibition regarding Producer's right to enter into and perform this Contract;
- b. No materials, including intellectual property, furnished by Producer and contained in the Final Product shall violate or infringe upon the rights of any person or entity.

### 13. Choice of Law:

- a. This Contract shall be deemed to have been made in the State of New Jersey and this Contract's validity, construction, performance, and breach shall be governed exclusively by the laws of the State of New Jersey applicable to contracts made and wholly performed therein. Producer agrees to submit to the jurisdiction of the State of New Jersey with venue in Essex County in any action

that may arise out of this Contract, and such courts will have exclusive jurisdiction over all disputes between Studio and Producer pertaining to this Contract and all matters related thereto.

- b. If any condition in this Contract is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and the validity and enforceability of any remaining condition will not be affected.

**14. Indemnification:**

Producer agrees to and does hereby indemnify, save, and hold Studio harmless of and from all liability, loss, damage, cost, or expense (including attorney's fees) arising out of or connected with any breach or alleged breach of this Contract by Producer or any claim inconsistent with any of the warranties or representations made by Producer in this Contract, and agrees to reimburse Studio on demand for any payment made or incurred by Studio regarding any of the foregoing. Pending final determination of any claim involving such alleged breach or failure, Studio may withhold sums due Producer hereunder.

**15. Merger:**

This Contract contains the entire understanding of the Parties hereto relating to the subject matter hereof and cannot be changed except by an instrument signed by Studio. Any such instrument not signed by both Parties must include an attached exhibit demonstrating Producer's consent to such change and must be sent to Producer before becoming effective. If Producer does not sign the instrument, Producer will have five (5) Business Days to reject any term within the instrument, after which time both Parties will become bound to said terms. No draft, addition, deletion, revision, change, or other alteration in or to drafts of this Contract prepared prior to the execution of this Contract shall be referred to by Producer in any lawsuit in which the construction, interpretation, or meaning of this Contract is in dispute, or otherwise be used to construe or interpret any of the terms, provisions, or language of this Contract in adjudicating or otherwise resolving any such lawsuit. No waiver by Studio of any provision of or any default under this Contract shall constitute a waiver by Studio of compliance thereafter with the same or any other provision or of Studio's right to enforce the same or any other provision thereafter.

**The Final Cost depends on the amount of time required to complete the project.**

**Producer shall not receive the Final Product until all fees are paid in full.**

**All Fees must be paid in full within thirty (30) days of the date of the Final Invoice.**

**Past due balances will be subject to a late charge of one-and-one-half percent (1.5%) of the remaining balance due, compounded every thirty (30) days.**

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By signing below Producer certifies that Studio has discussed this Contract in full with Producer during a consultation, and/or Producer has entirely read this Contract, and/or Producer will read this Contract within the next three (3) Business Days, and understands that if Producer is signing in the presence of a Studio representative that Producer has the right to entirely cancel this Contract within three (3) Business Days from the date Producer signs below, unless Editing services have been rendered, in which case Producer understands that Producer waives Producer's right to cancel within those three (3) Business Days. Producer acknowledges that Producer has had the opportunity to negotiate the terms of this Contract with Studio. Producer further agrees that Studio shall not be liable for any loss, damage, or delay during the requested service, direct, consequential, or incidental arising out of Producer's use of Studio's services. By signing below Producer accepts all terms and conditions referenced herein on all pages of this Contract and agrees that Producer's initial in the lower right corner of each page will be Producer's acceptance to all terms on that page.

The undersigned execute this Contract on the dates indicated below:

Musical Horizon, LLC

By: \_\_\_\_\_

Name:

Title:

Date:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date:

**SCHEDULE A – DETAILS OF THE FINAL PRODUCT**

Producer shall fill out the following information. If Producer needs to provide additional Editing instructions, Producer will attach additional pages and initial the bottom right corner of each.

NOTE: Items marked (ADVANCED) are billed at the hourly rate if total editing time exceeds one (1) hour.

**Delivery Email Address:**

\_\_\_\_\_  
Producer must provide a working email to receive files via Download.

**Tracking Options:**

- ☐ Place each movement in a separate track.
- ☐ Place each piece as a separate track.
- ☐ Vocal: Place each song as a separate track.
- ☐ Vocal: Place song cycles as separate tracks.

**Removal Options:**

- ☐ Remove applause.
- ☐ Remove tuning.
- ☐ Remove page turns. (ADVANCED)
- ☐ Remove pops, clicks, coughs, squeaks (ADVANCED)

**Increase Room Ambience:**

Available only for classical/acoustical recordings. This filter attempts to liven a dry room's acoustics. Not recommended for Audition Recordings. This may benefit a Demo Recording. If this will not benefit the recording, Studio will not perform this Editing.

- ☐ Yes.\* (ADVANCED)
- ☐ No.

\* If this option is chosen, Studio will provide Producer with a copy of the recordings with and without this filtering applied, at no additional charge.

**Number of Audio CDs:**

Additional \$10.00 each plus shipping  
Audio CDs are ready for playback in any CD Player. Be advised there may be additional licensing required.

\_\_\_\_\_

**Number of CDs with Audio Files:**

Additional \$10.00 each plus shipping  
The Audio Files normally provided via Download are burned to a CD.

\_\_\_\_\_

**Editing Instructions:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE B – MUSIC COMPOSITION LIST**

Producer shall fill out the following information to the best of Producer's knowledge for each musical composition that is to be edited. If Producer requires additional space, Producer will attach additional pages and initial the bottom right corner of each.

**Information requested:**

- 1) Title of Composition, 2) Composer's Name, 3) Year of Composer's Birth,
- 4) Year of Composition's Publication, 5) A famous artist who has recorded this music,
- 6) Publisher of the Score, 7) Piano Reduction?, 8) Published Cadenza?

*Note 5, 7, and 8 might not be applicable*

<b>Title</b>	<b>Composer</b>	<b>Birth Year</b>	<b>Publication Year</b>	<b>Famous Artist</b>	<b>Publisher of Score</b>	<b>Piano Reduction (yes/no)</b>	<b>Published Cadenza (yes/no)</b>