

Studio Policies & Procedures

Tomsu Recording & Rehearsals requires that all its clients take a moment and read through the following policies and procedures that will appear as part of the booking agreement.

(1) Studio Liability/Responsibility Agreement

Upon full payment, Studio will produce the services and deliverables noted in the Services and Deliverables section of this contract. Studio shall not be liable for any failure to perform its obligations if such failure is due to circumstances beyond its reasonable control (power failure, equipment damage, health, flood, fire, act of god, etc.) The Studio will attempt to promptly notify the Client(s) as soon as such failure to provide service is realized. An attempt to secure an alternative date will be made to the Client(s). Any rescheduling may or may not require a new contractual agreement to be forged between Studio and Client(s). Any liability of Studio shall be limited to the total of all amounts paid by Artist for Services and Deliverables under this Agreement.

(2) Client Agreement

The Client will assume all responsibility and liability for any copyrighted material(s) and any legalities associated with claims of infringements with Client's recorded material. The Client agrees to take upon themselves any action or task required to secure copyright permissions for any copywritten material that they are performing or recording. Client is fully responsible for their health and overall abilities at the time of the session. The Studio is not responsible for the direct quality or limitations of the performance provided by the Artist at the session. Client understands that there will be no additional fees, services or deliverables provided that are not listed on Services or Deliverables section. Any additional services or deliverables will need further invoicing and agreement if they are provided by Studio at Artist's request.

(3) Material Ownership

Studio retains ownership of ALL recorded works and will not release it in any portion to the Client until all amounts owing under this Agreement are paid in full.

(4). Governing Law

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

(5). Hospitality Services

The Studio provides complimentary bottled water along with drip coffee and hot tea(s). The Studio does not provide alcoholic beverages. Clients are allowed to bring in their own beverages including alcoholic types (beer, wines, etc.), during the recording session. The facility has a single public restroom which is shared amongst all attendees during the session.

(6). Client Personal Conduct

The Client(s) is responsible for their own personal conduct during their session at the Studio. The Studio reserves the right to terminate a recording session without prejudice to any of the aforementioned in the event of any violent or abusive conduct directed towards the staff and/or the property of the Studio and the Building by any person present in connection with a recording session/booking whether they be the recording Clients(s) or their associates. In any such case the Studio will hold the Client liable for all and any resulting damages.

(7). Studio Rules and Policy Agreement

This document constitutes the entire agreement between Client and Studio, and may not be modified, changed, or terminated in any way except in writing signed by both parties. As part of this contractual agreement, the Artist also agrees to the following rules and policies of the Studio.

- Smoking is not allowed anywhere indoors, including the bathroom. You may smoke on the driveway. Please do not leave cigarette butts/roaches on the property grounds if you do smoke.
- Illicit Drug use is not allowed anywhere on the property. Any such behavior by the Client(s) or the Clients's guests will result in a termination of the contract and removal of the Client(s) from the facility with no refund of paid time.
- No pets or animals allowed indoors.
- The Client is allowed to have up to 4 guests (people/persons not actively involved in the session). The Client is responsible for these guests and their actions. If a guest is disruptive to a session, they will be asked to leave.

- The Client is liable to cleaning charges if considered necessary by Studio. This includes, but is not limited to, bodily fluid messes, spilt drinks, stained carpet, etc.
- If a Client brings personal equipment into the Studio, the Client is solely responsible for the working order of the equipment.
- Please keep computers/tablets/phones away from recording equipment/electrical gear. This can interfere with digital recording equipment and cause clicking/humming/noise.
- The entry doors to the Studio will be closed during the actual recording sessions. Exit and entry traffic will not be permitted during any recording process. If you need to exit, please let the Engineer know and we will call for a break.
- Client(s) shall be responsible for payment towards any damage caused by Client or by Client's guests to the equipment, studio facilities, common areas, building or grounds:

Client shall be responsible for any loss or damage to Studio property caused by Client, Client's guests, or Client's bandmates, because of misuse, negligence, carelessness or willful misconduct.

- Studio reserves the right to end a session for any reason. Though accommodation can be arranged, all sessions will end by midnight. Please ask the Engineer in advance if you want to discuss late night session options.
- Please arrive at the previously agreed time. If you arrive late, your session may be shortened to accommodate others who have booked the Engineer's time. Depending upon how late you arrive, the Engineer will then determine if there is enough time remaining to start the session. Regardless of the length of the session, you will be responsible for paying for the entire session.