

ANTE UP AUDIO, LLC
STUDIO RENTAL TERMS AND CONDITIONS

PLEASE REVIEW THIS DOCUMENT CAREFULLY. YOUR USE OF THE ANTE UP STUDIO IS CONDITIONED ON YOUR ADHERENCE TO THE TERMS AND CONDITIONS DESCRIBED BELOW.

1. Studio Rental Fees. Ante Up Audio, LLC ("Ante Up") rents studio time in one (1) hour intervals on a first come first served basis. Your studio rental fee will equal the hourly rental rate applicable to the studio room you rent multiplied by the total number of hours you have reserved for the session. A non-refundable deposit of at least 50% of the total studio rental fee is due prior to booking. The remaining studio rental fee is due when the deposit is exhausted. If you fail to pay this studio rental fee within this timeframe, you will be charged a late fee of \$5.00 per day. In addition, Ante Up may revoke your right to book additional studio time and Ante Up may retain possession of all back-ups, masters, and all other recorded material relating to the session until the studio rental fee and all late fees are paid in full. Checks must be made payable to Ante Up Audio, LLC. The fee for bounced checks is \$30.00. A 2% processing fee will be charged for all credit card payments. Any fees payable to any engineer or producer are in addition to the studio rental fee payable to Ante Up.

2. Cancellations/Refunds. *Single Day Sessions:* If you wish to cancel a single day session, you must notify Ante Up at least 72 hours in advance of your session. *Multiple day sessions:* Multiple day sessions must be cancelled at least 1 week prior to the first date booked. (Multiple day sessions are 2 or more sessions occurring within the same 7-day period.) If you cancel your session(s) within the allotted cancellation period, your deposit will remain on account for future studio use. If you fail to notify Ante Up within that time period, you will forfeit your deposit in its entirety. All sessions booked must be billed for at least 85% of the time booked. ***Ante Up DOES NOT offer refunds of deposits, used or unused studio time, or materials at any time under any circumstances. We may, however, at our sole discretion, offer credit towards studio time for downtime caused by technical difficulties, emergencies, and/or special circumstances on a case-by-case basis only.***

3. Use Restrictions. You may use the Studio solely for audio recording, mixing, producing, and related sound recording activities, and for no other purpose whatsoever. Smoking is not permitted within Ante Up's facilities. Food and drinks are not allowed within five (5) feet of any recording console or other audio equipment. All illegal drugs are strictly prohibited. You may not use or occupy the Studio in any unlawful manner or for any illegal purpose, or in such a manner as to constitute a nuisance or violate the terms and conditions of any certificate of occupancy or equivalent use permit applicable to the Studio, or for any purpose or in any manner liable to cause injury to person or property, and you may not engage in or permit any activity that violates any of the laws, rules, regulations, and ordinances of the applicable governmental authorities.

4. Guests. You may bring two (2) guests with you to any recording session, provided, however that Ante Up may remove any such guests as Ante Up may determine in its sole discretion. Contributing musicians, record label agents, managers, and similar recording and music professionals are permitted in the Studio without Ante Up's prior consent,

provided, however, that Ante Up may at any time require removal of any such person in its sole discretion.

5. Liability. You are liable for any damage to property or injury to persons (including death) suffered by Ante Up, its employees, agents, customers, guests, and invitees resulting from any negligent or intentional acts or omissions by you, your guests, or your employees and agents, whether occurring in, on, or about the Studio or the building in which the Studio is located. You agree to indemnify, defend, and hold harmless Ante Up from and against any and all claims, damages, costs or expenses, including attorneys fees, that in any way result from or arise in connection with your use or your guests', employees' and agents' use of the Studio or any other Ante Up property, facilities, and/or services. All property belonging to you, your guests, employees or agents located in or about the Studio including any audio files and masters shall be there at your sole risk, and Ante Up, its employees, and agents are not liable for any loss, theft, misappropriation, damage or other injury thereto. Parking will be at your sole risk and Ante Up will not be responsible for any damage or loss, including theft, to your or your guests' vehicles.

6. Data Storage. Ante Up is not responsible for any property left at the facility including music data. You are responsible for coming prepared to your sessions with your own hard drive or flash drive. We recommend also having backup equipment as we will not be responsible for any data loss or malfunction. Hard drives and flash drives may be available for purchase at Ante Up, however, we WILL NOT store any client files on our equipment or at our facilities.

7. Termination of Session By Ante Up. Ante Up may terminate your recording session if you violate any portion of these Studio Rental Terms and Conditions or if Ante Up otherwise determines that cancellation of your recording session is necessary for any reason, as determined by Ante Up in its sole discretion. In the event of termination due to your violation of these Studio Rental Terms, Ante Up will not refund to you any amounts already paid to Ante Up.

8. Modifications. Ante Up may add to or modify these Studio Rental Terms and Conditions at any time in its sole and absolute discretion. Any such additional or modified Studio Rental Terms and Conditions will be posted at the Studio by Ante Up, at which time you will be bound to such additions or modifications without further notice.

9. Duration. These Studio Rental Terms and Conditions, as may be added to or modified from time to time by Ante Up, are applicable for each recording session you book with Ante Up now or hereafter.

10. Disclaimer. You recognize that you have no agreement with Ante Up and are only using Ante Up's facilities and studio premises for a fee, and that no other promises, representations, or warranties of any kind, whether written or oral have been made.