

## Paramount Studio Booking Terms

The signed session invoice completed serves as a work order, and it is subject to the conditions and covenants contained in this agreement. Client is responsible for 30% of book rate for all studio time cancelled with 72 hours notice or less. Client is responsible for 50% of book rate for all studio time cancelled with 48 hours notice or less. Client is responsible for 100% of book rate for all studio time cancelled with 24 hours notice or less.

All rates quoted on invoice are discounted rates reflecting payment at time of session (COD). Any other payment arrangements must be agreed to in writing, by Paramount, at least three {3} business days prior to session. Client agrees to pay full rates on current rate card for sessions not paid for in full at time of session. Any session paid for by check with insufficient funds or by an unauthorized credit card shall be considered to have not been paid for at time of session. In addition, any sessions past due will be subject to a \$100.00 processing fee, and turned over for collection. Client further agrees to pay for, in full, all collection costs which Paramount incurs. In addition, a carrying charge of eighteen percent (18%) per annum from date of invoice will be applied to all accounts delinquent for more than ten (10) days. Client agrees that any recorded media produced under this invoice may be held by Paramount until full payment and carrying charges are received.

Time lost due to equipment malfunction, tape defects, media issues, operator error, etc., and not charged to the client shall be known as "DOWN TIME". No monetary consideration for down time will be allowed by Paramount unless such consideration is noted on this work order. Undersigned personally accepts responsibility for and guarantees payment of this invoice in the event that client fails to do so. Undersigned certifies that he is an authorized agent of the client, and is empowered to bind and commit the client to all of the terms and conditions herein and to incur charges in client's behalf. The undersigned certifies that all information of the work order is correct.

Client agrees to take full financial responsibility for any damage or costs incurred by him/her or by anyone attending. This does not include Paramount personnel. The client hereby indemnifies and holds Paramount harmless from any and all damages which may accrue to the client and/or others, with respect to the costs of musicians, vocalists, and others, and all other costs in connection with down time on this session and/or any future sessions.

Recorded media left for one month or more are subject to storage fees and collect shipment to client. Client hereby indemnifies and holds Paramount harmless from any and all claims for damages or losses which may occur to client's equipment, recorded media, or other property, while being stored, handled, or shipped by Paramount.

Client is advised to submit a written, numbered purchase order at the time studio services are booked, stating (A) the amount of studio time ordered, and (B) persons authorized to order

further studio time. If client chooses to waive the use of a written numbered purchase order, client in doing so thereby authorizes the producers, artists, and/or other persons directing the recording and/or mixing of the project to incur charges in the client's behalf throughout the duration of the project originally booked by the client, and further waives defense that charges were incurred thereby without client's authorization. Client agrees to provide Paramount with written notice of client's decision to terminate further work on any given project.

Client will neither assign nor transfer client's rights or responsibilities under the terms of this agreement. In the event litigation is required to enforce the terms of this agreement, the client and the undersigned hereby agree to pay reasonable attorney's fees for Paramount and all court costs in connection herewith. This agreement shall be governed by the laws of the State of California.