

Vitruvian Sound NYC

Audiobook Production Services

Effective January 1st, 2023

Full Production Rates & Services

- **Audiobook Production Services: \$450 Per-Finished Hour (PFH)**
- **Box-Set Opening & Closing Credits: \$50/Box-Set**
- **Unique Retail/Dust-Jacket Audio Sample: \$100/Excerpt**
- **Duet Narration Script Preparation & Additional Production: \$50PFH**

Full Production Service Information

- **Per Finished Hour**, shortened to *PFH*, is defined as roughly 9,000 words of text for purposes of estimation.
- **PFH Rate** applies to all technical and performative labor associated with recording, editing, mastering, and quality controlling of the associated audio.
- **Recording of individual book opening and closing credits** is included at no additional charge.
- **Creation of a Retail Sample**, from an edited excerpt of the recorded text (approx. 150-750 words), is included at no additional charge.
- **Box-set Opening & Closing Credits**: This charge is applied only in the event of the creation of additional credits for box-set packaging.
- **Unique Retail/Dust-Jacket Audio Sample**: This charge is applied in the event the client seeks to have their retail sample as a unique piece of narration not directly sourced from the body of the text proper.
- **Duet Narration Script Preparation**: This charge is applied in the event the client requires the studio to prepare their script for 'Duet Narration' productions (in which the narration dialogue attribution supersedes any narration point-of-view perspective shifts in the general narration; similar to a radio-play in which characters are voiced by the same actor regardless of whom is providing the general narration for the segment).
- **Additional Production Services**: Additional services (e.g. sound-design, music bedding, etc.), beyond that of the technical and performative creation of the audiobook voice-over materials, may be available. Specific requirements; details; and fees, will be determined after client discussion and acceptance.
- **Annual Rebate Program**: For clients with large singular or multi-book production needs that studio maintains an annual rebate program to offering scale discounts. See Next Page for details on the Annual Rebate Program.

Full Production Service Policies

- A 50% deposit payment, based upon the estimated project word-count, will be required prior to project commencement. Payment of the remaining balance will on a *NET30* billing cycle from the time of invoicing.
- Total project billing will be determined based upon final run-time of the project; it is suggested that clients expect an approximately +/- 15% difference between the initial estimated total and the final total.
- The studio will not adjust audio timing for the purpose of billing adjustment.
- Studio script preparations (such as for, but not limited to, the scripts generated for *credit sequences, duet narrations, dust-jacket audio, etc.*) will require client review and approval prior to production start. The studio will make revisions to these materials based upon client feedback if necessary before proceeding.
- A 'production preview' of approximately fifteen (15) minutes will be provided to the client for review and approval; after which creative revisions or project cancellation will not be accepted.
- Required audio adjustments due to script errors will incur additional charges at the appropriate PFH rate; with a minimum of *one hour PFH* billing applied. The studio will act in good faith to attempt to make the client aware of any glaring script issues, prior to or during the course of the production, but this is not guaranteed.
- 'Accuracy of production' is defined as a 90% match between audio narration and script; excluding any glaring errors (such as, but not limited to: repetition of lines; failure to remove non-scripted speech; narration errors that change the meaning of the text; etc.).

Bulk Rebate Program

Clientele with bulk production needs may qualify for the ***Bulk Rebate Program***. The following terms, conditions, and tiers apply:

- The rebate compensation amount is applied exclusively to the standard production rate (\$450PFH) and not to any additional production services.
- The *Annual Term* follows the calendar year (January 1st thru December 31st) for books who contractual start date, as determined by the booking deposit, fall within this term.
- As an alternative to the *Annual Term*, the studio operates a *Bulk Production Term*. This *Bulk Production Term* also operates a one-year term, but is calculated by the contractual start date, as determined the booking deposit, for all books who productions are agreed upon simultaneously. This *Bulk Production Term* start date is rounded up to the nearest 1st or 15th of the month.
- Delivery dates for productions whose agreement date(s) fall within this *Annual Term* or *Bulk Production Term* will have their delivery date capped to a maximum ninety (90) day period beyond the end of the term. The studio will advise, prior to any agreement, whether any production(s) will be forced to shift to the following term due to this delivery period cap.
- Payment of the rebate will occur within ninety (90) days after the end of the rebate term as a payment by check, ACH or as a credit applied to a subsequent invoice. Other forms of payment requested by the client may have incurred transactional fees deducted from the rebate total.
- Should a qualifying production extend beyond the Rebate Term, then, in this case, payment shall be tendered within ninety (90) days of project completion and receipt of project payment.
- Rebate Qualification Tiers will be based upon the total number of Finished Hours Billed within the Rebate Term as defined by the invoices generated for qualified productions.
- The Rebate Payment Amount will be a percentage of the aggregate of the *sub-total billings* for all qualified productions of the Rebate Term. For the purposes of the determination of said Rebate, the qualifying *sub-total billings* are those derived solely from the PFH Production Rate and will exclude any additional production line items and services.
- The following Rebate Tiers and Percentages are not cumulative and only one Tier will qualify as determined by the aggregate of the finished hours billed:
 - a). 20 Hours to under 30 Hours: 6.0% Rebate
 - b). 30 Hours to under 40 Hours: 6.5% Rebate
 - c). 40 Hours to under 50 Hours: 7.0% Rebate
 - d). 50 Hours to under 60 Hours: 7.5% Rebate
 - e). 60 Hours to under 70 Hours: 8.0% Rebate
 - f). 70 Hours to under 80 Hours: 8.5% Rebate
 - g). 80 Hours to under 90 Hours: 9.0% Rebate
 - h). 90 Hours to under 100 Hours: 9.5% Rebate
 - i). 100+ Hours: 10% Rebate [*Maximum Rebate*]

A La Carte Services

- **Audiobook Recording (w/o Talent): Subject to Studio Rental Rates**
- **Audiobook Editing: \$150 PFH**
- **Audiobook Mastering: \$100 PFH**
- **Audiobook Quality Control: \$50 PFH**
- **Post-Production Bundle (Editing, Mastering, and QC): \$225 PFH**

A La Carte Service Information

- **Per Finished Hour**, shortened to *PFH*, is defined as roughly 9,300 words of text for purposes of estimation. All final billings will be based upon finished run-time.
- **PFH Rate** applies to all technical and labor associated with editing, manipulating, and quality controlling the associated audio.
- **Audiobook Recording Services**, covers the cost of studio rental and engineering labor used to record the audiobook. Studio requires script(s) of all materials to be recorded in both Word Processor and PDF e-document formats. Please see the studio's rates and policies for Standard Rental in the sections to follow.
- **Audiobook Editing Service**, covers all associated labor cost used to edit the provided files (including, but not limited to: removing duplicated passages; removal of breaths and other unwanted performance sounds; editing of performance pacing; etc.). Studio requires an annotated script to follow as an editing guide. *Quality Control Service is included at no additional cost.* Studio certifies quality revision in the event of erroneous editing, subject to the originally provided script, at no additional charge. Otherwise, the studio's standard rates are used for later revision not covered by the initial service.
- **Audiobook Mastering Service**, covers all the associated labor and equipment cost used to provide client with audio processed to meet industry standard loudness specifications. Studio requires fully edited files, along with any other technical provisions (such as, but not limited to: Room Tone files), in order to certify its mastering work. Studio certifies quality revision in the event of erroneous processing, subject to the originally provided files and at no additional charge. The studio reserves the right to require retailer feedback regarding this fault attribution in written form in order to properly attribute the error to its mastering service and not to technical details outside of such service. Otherwise, the studio's standard rates are used for later revision not covered by the initial service.
- **Audiobook Quality Control Service**, covers all associated labor cost in reviewing the audio in order to ensure that it follows the providing script accurately and/or meets audio quality specifications. Studio requires fully edited files, along with the master script of the audiobook (including, but not limited to: the text of the book proper; the script for credit information; etc.), in order to certify its work. Studio certified quality revision in the event that erroneous quality control, subject to the originally provided script, at no additional charge. Otherwise, the studio's standard rates are used for later revision not covered by the initial service.

Studio Rental Rates

- **Hourly Bookings: \$90/hour.** The cost of studio rental and engineering labor are contained within this rate. There is a minimum booking in place of (2) hours of time for voiceover, audiobook, and podcasting clientele; no setup or data management fees are associated with these services.
- **Daily Bookings: \$800/day.** This is defined as a consecutive **ten (10) hour booking** of time. The cost of studio rental and engineering labor are contained within this rate. Unless client fails to provide twenty-fours (24) hour notice, additional time for setup prior to the session start is included at no additional charge. Time spent after the session end for data backup and transfer is included at no additional charge.
- **Weekly Bookings: \$3,200/week.** This is defined as **five (5) consecutive day bookings** of time. The cost of studio rental and engineering labor are contained within this rate. Unless client fails to provide twenty-fours (24) hour notice, additional time for setup prior to the session start is included at no additional charge. Time spent after the session end for data backup and transfer is included at no additional charge.

Billing & Payment Terms

- Standard hours of operation are 8am to 12am.
- Session bookings require a 50% deposit payment, or an allotment of time in the case of bulk hour programs, prior to confirmation of the session.
- Session booking deposits are refundable as follows:
 - (a) The deposit is **FULLY REFUNDABLE** if notice is given **72+ hours** prior to the scheduled start time,
 - (b) 50% refund of the booking deposit if notice is given **less than 72 hours, but more than 24 hours**, prior to the scheduled start time,
 - (c) If the client **fails to provide notice of session cancellation more than 24 hours** prior to the scheduled start time, then the **booking deposit is forfeited in full.**

No exceptions will be considered as your session booking has precluded other clientele from booking the same period of time or for other work to be scheduled. The studio will make reasonable efforts to accommodate remote work equivalent to the booking deposit time in lieu of a full cancellation.

- Full or partial booking deposit refunds are tendered NET30 from confirmation of cancellation.
- Sessions that must be booked with less than twenty-four (24) hour notice to the scheduled start time will have a 25% rate surcharge applied. For bulk-hours packages this surcharge will be applied as an allotment of time equal to 25% of the utilized session time rounded up to the near half-hour increment.
- The studio bills in thirty (30) minute increments rounded up to the nearest allotment of time.
- The studio guarantees up to one (1) hour of time beyond the scheduled session window; if required. After this guaranteed allotment, further extension of the session is solely at the discretion of the studio.
- Payment Terms are NET30 for existing clients. New clients may require credit verification in order to be offered NET30 terms. NET30 terms are based upon session date or the date of work completion for the services covered by said invoice. Studio retains the right to send an invoice for partial service payment every NET30 cycle in the event of extended work timelines [unless otherwise governed by an established installment plan].
- Data will not be released to the client until payment has been received in full for the scheduled session.
- Studio accepts Venmo, Zelle, Google Wallet, Cash, Credit/Debit Cards, ACH & PayPal. Any usage/transaction fees (ex. PayPal's service charge) are added as cost to the rental fee. ***The studio reserves the right to charge a penalty fee for late payments toward client invoices and scheduled payments. Non-payment past the invoice due date will yield a 5% penalty fee on the gross invoice sub-total.***
- Credit/Debit Card transactions will require a completed credit card authorization form, a scan of the card to be held on file (front & back), and a scan of a government issued ID or proof of address.
- Checks can be accepted only for booking deposit payments. A \$100.00 charge will be applied for any bounced checks along with the addition of a 5% penalty fee on the gross invoice sub-total.
- Studio guarantees, and will be responsible for the safety and storage of the session data from the time of session completion until the earlier of (1) the receipt of payment, or (2) the payment is past due. ***The studio retains the right to remove client data from its possession, without prior notice, in the event of a non-payment 30 days past the invoice due date. Past this date, the studio will not be liable for any loss of data due to client negligence.*** Once the transfer of data has occurred between studio and client's media storage, then the studio will no longer be responsible for the data storage and security. *In practice, data is frequently kept well beyond the time period specified to ease continuation and revisions of projects, but that is a convenience that is offered to clientele on a friendly basis.* It is strongly recommended that clientele take extremely proactive measures in securing their data; please inquire with the studio for advice in regard to data storage practices that ensure none of your valuable art is lost due to faulty media.
- The studio retains the right to declare a project 'on hiatus' or 'completed' and inform the client that it will no longer maintain responsibility for their data. The studio will then give the client 90 days' notice to collect their data before it is removed from the studio's possession. Typically, this will only occur when no work has been performed on a project for 180+ days.
- Studio can provide client with media if so requested. This media is provided to the client at a markup of 25% over MSRP along with any required taxes and S&H in addition. Formatting and preparation of media are included at no additional charge.
- Subject to pre-approval by both the studio and client, the client will accept all charges for any outside services that the studio retains on their behalf; such as, but not limited to food orders, equipment rentals, talent hiring, etc. Without exception, expected tips will fall in the range of 10-20% of pre-tax gross transaction amount. The studio will provide payment receipts for retained services along with expense compensation invoices. The studio reserves the right to refuse to retain any expenses on behalf of the client.
- Studio reserves the right to refuse to submit to additional legal agreements (such as, but not limited, to: Non-Disclosure or Non-Compete Agreements) without notification prior to retention of its services. The client accepts that the refusal of submitting to legal agreements presented under such circumstances will not be grounds to void their booking(s).
- The studio operates on a *Work-For-Hire* basis for all listed services. The studio reserves the right to negotiate for ownership percentages for extended services not listed.
- The client accepts that the studio exercising any rights of refusal is not grounds for session booking(s) or service cancellation.
- The client accepts that initial receipt of this, and any other, studio term-sheet(s), and the completion of the required session deposit payment(s) will be tantamount to a legally binding signature.

In order to maintain maximum production output and accessibility of the studio to its clientele the listed policies are, under no circumstances, open to negotiation and will, without exception, be enforced in full.