

Vitruvian Sound NYC

Music Mixing Services

Effective January 1st, 2023

Data Delivery / Project Prep / Music Mixing Policies

- A). All files should be delivered as fully edited multi-tracks, with the addition of a separate production 'rough mix'. Please also include detailed feedback to the provided rough mix to educate the studio regarding the project mixing goals. The studio reserves the right to refuse to begin work on the project until such materials have been prepared by the Client.
- B). If so required, multi-tracks will be edited prior to mixing in a separate session. This is to minimize clutter and best optimize the studio's computer system for the mixing work proper. Any required editing work is a separate billing item than for the quoted mixing work.
- C). ProTools sessions will be accepted, but additional time will be required to inspect, label, export the audio from the original session, and import the audio to the studio's project mixing template. OMF or AAF transfer files from different DAWs will also be accepted but are not recommended due to common transfer issues that can occur; the studio accepts no responsibility for such issues.
- D). Recommended sample-rate for music mixing projects is 44.1kHz (unless adjoining a video and was captured at 48kHz). The studio may accept sample rates of 88.2kHz or 96kHz for projects that require final multi-track editing prior to mixing. Do not up-sample audio files that were recorded at a lower sample rate.
- E). Multi-tracks should have a numeric file header added for organization (i.e. 01_Kick; 02_Snare; 03_HH; etc.). This will minimize the amount of time spent on file importation and exportation.
- F). Commercial mixing references are required for direct comparison during the mixing process. These should be delivered at CD Quality if possible, but high-quality MP3, AAC, FLAC, or ALAC digital downloads will be accepted. Streaming links, in the form of a playlist, will also be accepted via Spotify. Regardless of delivery method, a succinct and organized list of notes enumerating the desirable details of the references is strongly recommended. The studio reserves the right to refuse to begin work on the project until such materials have been prepared by the Client.
- H). If explicit language is used, please make the studio aware as such at the time of booking. In addition, make the studio aware as to whether alternative vocal edits will be provided (i.e. un-censored AND censored) or if additional editing will be required to create a censored vocal [for a radio edit].
- I). The studio provides a comprehensive file set of project deliverables at no additional charge [as defined below].
- F). Attended mixing session follow the studio's standard booking policies.
- G). Un-attended mixing sessions operate on a quote system for mixing and mixing revision work based upon the musical arrangement. The studio will provide a quote prior to project acceptance for each song using the requested pre-production reference materials. A general guide to the quote length is as follows:
- 1). Drum Kit: 1.5 – 2.0 Hours EACH
 - 2). Percussion: 0.5 – 1.5 Hours EACH
 - 3). Bass/Bass Synths: 0.5 – 1.0 Hours EACH
 - 4). Guitars/Keyboards: 1.0 – 1.5 Hours EACH
 - 5). Lead Vocals: 1.0 – 1.5 Hours EACH
 - 6). Backing Vocals/Ad-Libs: 0.5 – 1.5 Hours EACH
 - 7). Ensembles (String, Brass, Choir, etc.): 1.0 – 2.0 Hours EACH
 - 8). Backing Tracks: 1.0 – 2.0 Hours EACH
 - 9). Mix Revisions: 0.5 – 1.0 Hours EACH
- H). The hourly rate for unattended mixing work is billed pro-rated to the studio's day-rate [or directly in the case of bulk-hour packages].
- I). Unattended mixing work requires a full deposit payment, based upon the quote generated, prior to project acceptance.
- J). The first mix revision [i.e. Mix Version 02], for unattended mixing work, is included at no additional charge. All other mix revisions will be billed using the above rubric enumerated in *Item G*.
- H). After a quote is generated, the studio will advise the client as to the appropriate services purchase amount from the standard rates & policies.
- K). The studio's standard policies will be in place unless in conflict with the policies contained within; in which case these policies will govern.

Project Deliverables

A). The following deliverables are included as un-billed items for all project mixes (where applicable):

- 1). MIX - A 44.1kHz or 48kHz /24-bit stereo WAV file of the mix for delivery to the mastering engineer.
- 2). REFERENCE MASTER - A 44.1kHz or 48kHz /24-bit stereo WAV file of the mix with additional processing applied for referencing against commercial recordings during the mix revision process. This 'reference-master' may be suitable for final use, as determined by the client, but the studio accepts no responsibility as such. If the client determines that the 'reference-master' is acceptable for final release, they accept that no DDP file creation [for CD creation] or meta-data and commercial code assignment [ISRC or UPC] is offered at this time; the studio recommends sourcing these services from an online aggregator (such as TuneCore, CDBaby, etc.).
- 3). STEMS - A folder of 44.1kHz or 48kHz/24-bit stereo WAV files of the music's various components delivered as separate sub-mixes; properly known as 'Stems'. These stems are valuable archival materials, allow for more advanced mastering techniques in comparison to a stereo mix (i.e. Stem Mastering), and can facilitate later mixing revisions in a more flexible manner than the ProTools session or raw multi-tracks. Unless specifically requested by the client, the studio will determine the most appropriate breakdown of these stems (i.e. a Drum Stem; a Bass Stem; a Guitar Stem; etc.). These stems will contain the final level and panning information and automation of the mix; for all intents and purposes, these stems could be re-combined to re-create the mix (See Item A).
- 4). FLAT STEMS - A folder of 44.1kHz or 48kHz /24-bit stereo WAV files of the music's various components delivered as separate sub-mix Stems without the panning and level information and automation included. These 'Flat Stems' are extremely useful for DJ Remixes as the lack of level and panning changes give the re-mixer a maximize ability to create their own arrangements. These flat stems will still contain the various bits of mix processing that was used to create the mix and traditional stems (See Items A & C, respectively). In addition, the same breakdown of musical components will be used as in the generation of the traditional stems. Any requests for differentiation may be able to be accommodated by the studio, but will result in additional billing.
- 5). INSTRUMENTALS – This is the mix with all vocal material removed. Both the mix, and the reference mastering, will be included at no additional charge.
- 6). ACAPELLAS – This is the mix with all instrumental material removed. Both the mix, and the reference mastering, will be included at no additional charge.

B). The following deliverables can be included as additional items upon request/if possible:

- 1). TV / PERFORMANCE TRACK – This is the mix without the lead vocal materials included. Backing vocals, doubles and ad-libs will be included. Vocal features from different artists must be requested to be included; otherwise the studio will assume the opposite. Both the mix, and the reference master will be included.
- 2). RADIO EDIT – This will be a collection of all the standard deliverables mentioned in the previous sub-section A with the explicit vocals replaced with the censored vocals. The studio can accommodate additional editing to modify song length upon request.

Music Mastering Services

Effective January 1st, 2023

Data Delivery / Project Prep

- A). All files should be delivered as WAV files with the highest possible sample rate and bit depth that they were recorded/produced/mixed; recommended sample-rate for music projects is 88.2 kHz or 44.1kHz at a 24-bit depth. Do not up-sample audio files that were recorded at a lower sample rate or bit depth.
- B). Commercial mastering references are required for direct comparison during the mixing process. These should be delivered at CD Quality if possible, but high-quality MP3, AAC, FLAC, or ALAC digital downloads will be accepted. Streaming links, in the form of a playlist, will also be accepted via Spotify. Regardless of delivery method, a succinct and organized list of notes enumerating the desirable details of the references is strongly recommended. The studio reserves the right to refuse to begin work on the project until such materials have been prepared by the Client.
- C). Any technical requests (such as but not limited to, reference levels; alternative versions; non-standard header/tail lengths or fades) must be confirmed prior to the start of project

Mastering Service Options

- 1). Stereo Mastering - \$100/song.
- 2). Stem Mastering [up to four (4) stereo stems] - \$125/song.
- 3). Stem Mastering [five (5) to eight (8) stereo stems] - \$150/song.
- 4). Stem Mastering [nine (9) to twelve (12) stereo stems] - \$175/song.
- 5). Alternate Mixes (instrumental, acapella, etc.) - \$25/alternative version, per song.
- 6). Additional Revisions [beyond inclusive] - \$25/revision pass, per song.
- 7). High-Res Files - \$25/batch request

Bulk Discounts:

- EP projects of 5-7 songs will receive a 10% discount on the gross service charge.
- Album projects of 8-12 will receive a 15% discount on the gross service charge.
- Further discounts for larger projects are discussed on a case-by-case basis and may not be available.

Mastering Service Guarantees/Policies

- A). The studio guarantees delivery of initial mastered materials within fourteen (14) calendar days from the confirmation of the project, receipt of payment, and/or receipt of project deliverables; whichever occurs last. This guaranteed turn-around time is increased to twenty-eight (28) calendar days for album sized projects.
- B). All mastering services include two additional work revisions (per song) inclusive of the service charge; further revisions will be billed as enumerated above.
- C). The studio guarantees delivery of initial mastered materials within seven (7) calendar days from the receipt of revision notes from the client. This guaranteed turn-around time is increased to fourteen (14) calendar days for album sized projects.
- D). Delivery time guarantees will be suspended for periods during which the client is non-responsive to follow-up detail requests from the studio regarding technical considerations or work revision notes.
- E). The studio does not provide or imbedding services for ISRC codes, photograph files, or video files.
- F). Bulk discounts are only applied to projects which have the requisite number of songs to qualify when booked simultaneously.
- G). The studio guarantees delivery of the following files at the time of final version approval: 44.1k/24b WAV; 44.1k/16b WAV; 44.1k/16b MP3 (320kbps); 44.1k/16b AAC (256kbps). All versions provided to client for review shall be at 44.1k/24b WAV as the work reference standard.
- H). Higher fidelity file versions are available only for projects in which client delivered data supports their generation. The studio will advise the client at the time of booking if such a request is possible.
- I). Upon generation of a service order quote, a full payment deposit is required for service to begin and for the immediate release of the data to the client upon completion.
- J). Attended mastering service sessions are available upon request for no additional charge, but with a reduction of the number of inclusive service revisions per song down to one (1) and a suspension of the aforementioned turn-around guarantees in order to best accommodate the additional scheduling considerations.
- K). These mastering service specific policies will govern in addition to the studio general policies. Unless otherwise noted, these mastering service specific policies will take precedence in the event of conflict with the general policies.

General Studio Policies

Scheduling & Booking

- Standard hours of operation are 9am to 12pm Tuesday thru Sunday; with the window for session booking start-time(s) ending after 8pm.
- Unless otherwise communicated, the studio is closed on Mondays and an up to three (3) day window prior to, and after, the following holidays: *New Years' Eve/Day; Easter; The 4th of July; Labor Day Weekend; Thanksgiving; Christmas*
- 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 booking. This booking deposit is increased to 100% for voice-over, audiobook, and podcast bookings for the purposes of session confirmation; though remains at 50% for such bookings for calculation of session cancellations. The studio accepts no liability for failure to provide services without client completion of the aforementioned booking deposit.
- Session booking deposits are refundable as follows:
 - o The deposit is **FULLY REFUNDABLE** if notice is given **72+ hours** prior to the scheduled start time;
 - o **50% REFUNDABLE** of the booking deposit if notice is given **less than 72 hours, but more than 24 hours**, prior to the scheduled start time;
 - o **NON-REFUNDABLE** 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, at its sole discretion, 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 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.

Billing

- The studio bills in thirty (30) minute increments rounded up to the nearest allotment of time.
- Service remainder payments operate on NET30 terms.
- Term due dates are based upon the service provisioning date OR the date of service for multi-date bookings; whichever is later.
- Data will not be released to the client until payment has been completed for the scheduled booking(s).
- Studio accepts Venmo, Zelle, Cash, ACH, Debit/Credit Cards & PayPal. Any incurred processing/convenience fees are applied at cost against the invoiced services sub-total of the transaction; the studio certifies it will pre-notify the client regarding the amount such fees at the time of invoicing.
- Checks can be accepted only for existing clients or those that provide adequate documentation upon studio request. A \$100.00 charge will be applied for any bounced checks along with the addition of a 10% penalty fee on the gross invoice sub-total.
- 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 10% penalty fee on the gross invoice sub-total compounded every seven (7) calendar days.
- Check/Credit/Debit Card transactions may require a completed payment 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.

Miscellaneous

- 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 non-liability incurring 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 ninety (90) days notice to collect their data before it is removed from the studio's possession.
- 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. 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.
- In the event of conflict between any clause(s) of the *General Studio Policies* and any *Service Specific* clause(s), the *Service Specific* clauses will supersede.
- The studio's policies are governed by the laws of the State of New York. Invalidation of any clause(s) by these governing laws will not further invalidate clauses in good standing.
- ***The client accepts that initial receipt of this document & any additional studio term-sheet(s), and the completion of the required session deposit payment(s) will be tantamount to a legally binding signature of the client in their agreement to abide by these terms of services. Furthermore, that the studio's enforcement of any policies contained within this term sheet will not be grounds for the client to void their previous agreement.***

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.