

Vitruvian Sound NYC

Studio Rates & Policies

Effective April 1st, 2024

Standard Service Rates & Policies

Hourly Bookings: \$100/HOUR

The cost of studio rental and engineering labor are contained within this rate. There is a minimum booking in place of four (4) hours of time; setup fees prior to session start will apply.

This minimum booking is decreased to two (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-four (24) hour notice to technical inquiries by the studio, 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-four (24) hour notice to technical inquiries by the studio, 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.

Engineering Labor Only Bookings: \$50/HOUR

Setup Charges

The following units of time will be used for session setups prior to the agreed upon start time related to hourly bookings. Sound-checking and any further setup adjustments will be billable within the booked session timeline.

- *Vocal Session (single-booth): Free of charge*
- *Dual Vocal Session (two booths): 0.5 Hour(s)*
- *Instrument Overdubbing (single-booth): 0.5 Hour(s)*
- *Dual Instrument Recording (two booths): 1.0 Hour(s)*
- *Drum Recording (control/live room): 1.5 Hour(s)*
- *Full Studio Setup (control/live room & one OR two booths): 2.0 Hour(s)*

Bulk Service Rates & Policies

As an alternative to the *Standard Service Rates* the studio offers multiple tiers of *Bulk Service Rates*.

- TIER 01 - \$4,680:** Sixty (60) hours
- TIER 02 - \$6,080:** Eighty (80) hours
- TIER 03 - \$7,400:** One hundred (100) hours
- TIER 04 - \$8,640:** One hundred & twenty (120) hours
- TIER 05 - \$9,800:** One hundred & forty (140) hours
- TIER 06 - \$10,880:** One hundred & sixty (160) hours
- TIER 07 - \$11,880:** One hundred & eighty (180) hours
- TIER 08 - \$12,800:** Two hundred (200) hours
- TIER 09 - \$13,640:** Two hundred & twenty (220) hours
- TIER 10 - \$14,400:** Two hundred & forty (240) hours

Bulk Service Specific Policies

- The heretofore enumerated *Setup Charges* for hourly bookings will be applied to all *Bulk Service* bookings.
- Bulk hours must be used within a one-year period commencing from the determined calendar start date; no term extensions will be considered.
- As an alternative to the studio's standard policies governing deposit payments and remainder billings, a billing cycle of four (4) equal installments is utilized. These installment payments run on a NET90 schedule (rounded to the nearest 1st or 15th of the calendar month), with the first installment considered the booking deposit and therefore determining the calendar start date.
- An additional 5% discount against the service sub-total is offered for bulk term bookings in which service payment is placed in full at the time of booking; no refunds are considered once this payment has been completed. This discount can be combined with other percentage based discounts (such as for periodic sales).
- Existing terms can be expanded by up to two tiers if required; no reduction of term tiers will be considered. This will necessitate the immediate payment of retroactive billing adjustments to any previously completed installment payments to execute. Notice of tier adjustment must be given by the client no more than one-hundred and eighty (180) days from term start date.
- There is a maximum monthly (calendar) utilization rate of thirty (30) hours.
- In order to allow for the partial release of project data between billing cycles, regardless of selected payment method, the studio requires a scan of the following items: an active credit/debit card OR check, a valid government ID or proof of address, and a client completed payment authorization form.
- There is no possible refund offered once bulk hour service utilization begins; please take this into account when planning your bulk hour service needs.

Location Recording Rates & Policies

As a further extension to both the *Standard Services* & the *Bulk Services*.

- The *Location Recording Services* are subject to the policies governing the *Standard Services & Bulk Services* along with the *General Studio Policies* with the existing hierarchy of policies in place.
- Location recording service rates will include both the use of the studio's mobile recording system and direct engineering labor.
- The studio may require travel and/or accommodations; either provided directly by the client or reserved on their behalf by the studio. The studio reserves the right to make final determination as to which methodology is appropriate.
- Travel expenses occurred will be billed to client after collection of an estimated cost; with final receipts being provided by the studio. The studio will collect a deposit equal to the full amount of the estimated incurred expenses. Any remaining portion of this deposit will be counted against the remainder payment to the client. Any amount exceeding the estimated deposit will be billed in addition as part of the remainder payment. The studio will make reasonable efforts to avoid incurring costs beyond the initially estimated cost.
- The studio may require the use of a dedicated assistant(s); either provided either provided directly by the client or reserved on their behalf by the studio. The studio reserves the right to make final determination as to which methodology is appropriate.
- The studio will advise the client as to the cost of aforementioned dedicated assistants.
- There are no fees associated with travel time, beyond the aforementioned incurred expense compensation, for locations within the area of New York City. Travel time fees may be incurred for locations outside of New York City and are discussed on a case-by-case basis.
- There is flat fee equivalent to one (1) hour of billing for equipment packaging, load-in and load-out. Any required costs of dedicated assistants will be added to this fee as an additional line item expense beyond the four (4) hour minimum booking.
- Billing for the location recording service proper begins after load-in has been completed at the time that technical setup/sound-check begins.
- The studio will require a full deposit equivalent to the rental amount for any equipment that is not provided by the studio directly as part of its mobile recording system. The studio will advise to the best of its ability in order to reduce this expense.
- There is flat fee equivalent to one (1) hour of billing for rental package creation and management as an additional line item expense beyond the four (4) hour minimum booking.
- Data organization, transfer and generation of rough reference materials are generated at no additional cost.

General Studio Policies (as follow) will also apply to all offered services and are incorporated hereafter.

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 at 8pm for standard hourly bookings and 2pm for day-rated bookings.
- Unless otherwise communicated, the studio is closed on Mondays and 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 **5+ days** prior to the start time for the scheduled date;
 - o **50% REFUNDABLE** of the booking deposit if notice is given **less than 72 hours, but more than 24 hours**, prior to the start time for the scheduled date;
 - o **NON-REFUNDABLE** if the client **fails to provide notice of session cancellation more than 24 hours** prior to the start time for the scheduled date, 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. This extended time cost will be pro-rated to the schedule booking rate method.

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 final date of service for bookings spanning multiple dates; 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 thirty (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.
- 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 as part of this service.
- 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 unless otherwise notified to client. 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.