

# **Vitruvian Sound NYC**

## **Outside Engineer Rates & Policies**

*Effective April 1<sup>st</sup>, 2024*

### **Standard Rates & Policies [Freelance Bookings]**

#### **Hourly Bookings: \$40/hour**

This covers the rental rate for the studio only, and as an independent contractor you will have to negotiate for and collect your own labor rate from your clientele. There is a **minimum booking** in place of **four (4) hours** of scheduled time.

#### **Half-Day Bookings: \$320/half-day**

A **Half-Day** is defined as a consecutive 12-hour block of time. This covers the rental rate for the studio only, and as an independent contractor you will have to negotiate for and collect your own labor rate from your clientele. This does not include any required session setup time, please plan accordingly when booking sessions. Remote studio tech support will be provided at no additional charge during standard hours of operations. A **Discounted Overnight Half-Day** rental rate is available, between the hours of 10pm and 10am, for **\$240/Night**; no remote tech support will be offered during this overnight block.

#### **Full-Day Bookings: \$480/day**

A **Full-Day** is defined as a consecutive 24-hour block of time. This covers the rental rate for the studio only, and as an independent contractor you will have to negotiate for and collect your own labor rate from your clientele. This does not include any required session setup time, please plan accordingly when booking sessions. Remote studio tech support will be provided at no additional charge during standard hours of operations.

#### **Weekly Bookings: \$1,280/week [Half-Days] OR \$2,400/week [Full-Days]**

A **Week** is defined as five (5) consecutive Half-Day (12 hour) OR Full-Day (24 hour) bookings. Half-day based bookings are NOT GUARANTEED to preclude studio bookings outside of the booked hours for the date(s) retained. This covers the rental rate for the studio only, and as an independent contractor you will have to negotiate for and collect your own labor rate from your clientele. This does not include any required session setup time, please plan accordingly when booking sessions. Remote studio tech support will be provided at no additional charge during standard hours of operations.

*Additional on-site technical labor for setup, sound-checking and engineering is billed at \$50/hour.*

## **Bulk Hourly Rates & Policies [Freelance Bookings]**

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

- TIER 01 - \$1,800:** Sixty (60) hours.
- TIER 02 - \$2,300:** Eighty (80) hours
- TIER 03 - \$2,800:** One-hundred (100) hours.
- TIER 04 - \$3,200:** One-hundred & twenty (120) hours.
- TIER 05 - \$3,600:** One-hundred & forty (140) hours
- TIER 06 - \$4,000:** One-hundred & sixty (160) hours.
- TIER 07 - \$4,300:** One-hundred & eighty (180) hours.
- TIER 08 - \$4,600:** Two-hundred (200) hours.
- TIER 09 - \$4,800:** Two-hundred & twenty (220) hours.
- TIER 10 - \$5,000:** Two-hundred & forty (240) hours.

### ***Bulk Service Specific Policies***

- 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 1<sup>st</sup> or 15<sup>th</sup> 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.

## **Monthly Sublet Rates & Policies [Freelance Bookings]**

As a short-term method to the *Bulk Hour Packages* the studio offers heavily discounted sublet options for non-peak weekdays on a monthly basis.

**One (1) Day/Week:** \$1,500/month

**Two (2) Days/Week:** \$3,000/month

**Three (3) Days/Week:** \$4,250/month

### ***Sublet Service Specific Policies***

- A Day is defined as a full 24-hour lockout for the purposes of definition under the *Monthly Sublet Rates & Policies*.
- Sublet bookings are available for the off-peak days of the week; namely Monday thru Thursday. No such discounted sublet bookings are available for the peak studio booking days of Friday, Saturday, and Sunday.
- Sublet booking terms are placed on a monthly basis whereas a month is defined as four (4) sequential calendar weeks.
- Sublet bookings are secured with a full rate deposit no less than seven (7) calendar days prior to the sublet term start.
- Sublet booking terms begin on either the 1<sup>st</sup> or 15<sup>th</sup> of the month.
- Sublet days are selected from the available qualified days of the week on a monthly basis.
- For Two (2) and Three (3) Days/Week sublets an additional 5% package discount is available if all selected sublet days are sequential.
- A sublet day lockout begins at 9am of the selected day of the week and ends at 9am on the subsequent day.
- The studio reserves the right to refuse to accommodate shifts of selected lockout days, but will make efforts to shift sub-let reservations if no conflict with standing bookings exist. No less than three (3) days' notice must be given to accommodate such a shift, and the studio will tender a \$100 convenience fee.
- Sublet bookings can be continued into subsequent months with no less than seven (7) calendar days' notice prior to the desired lockout day selection and secured in the same aforementioned manner as above.
- One secured monthly sublets are non-refundable.
- All equipment, instruments, resources and refreshments are available in an all-inclusive manner for the day(s) and term of the sublet. Under no circumstances shall the aforementioned be removed from, or ingested outside of, the premises; with failure to abide as such resulting in immediate cancellation of the sublet without refund and pursuit of any potential damages.
- The sub-letter acknowledges that they will be responsible for restoring the studio to its standard operating condition prior to the end of their sublet reservation period (i.e. prior to the 9am end time of their weekly reservation). Failure to do so will result in a \$100 maintenance fee.
- 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.

**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 4<sup>th</sup> 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.***