

## STUDIO MEMBERSHIP AGREEMENT / RULES AND REGULATIONS

The purpose of this document is to provide guidance for members regarding the provision and use of services and facilities provided by Infinity Records. All members are deemed to have read and accepted this agreement, and to be fully bound by these. Infinity Records retains the right to vary these terms and conditions as required to regulate use of the facility and the conduct of users.

### Reservation Time, Rates & Payment

- Reservations are on a first-come, first-served basis, and are subject to availability and confirmation.
- We accept reservations for the current month, and the next 2 months after.
- All transactions will be cashless. Payments can be made via GCASH or BPI/BDO Bank Transfer at least 48 hours before the booked schedule. All payments are final and non-refundable.
- Setup & Pack up time is included in the reserved time – members may only enter studio A/B on their reserved time. Studio must be vacated by the end of the allotted time agreed and returned in the same condition as at the start of the session. Members must allot enough time for pack up so that they can end on time. Members must return and reset all equipment, especially if changes have been made to the drum set setup.
- A "Last Song" led sign is used to remind the band to complete their last song and allot ample time for full pack-up to be able to exit exactly on time. If the led sign or studio clock malfunctions (i.e. does not light, wrong time or time stopped), it is still the responsibility of the band to ensure they pack up early and exit on time. Staff may come in and remind the band to pack up if they are close to their reservation end time.
- The full period of your booking is chargeable, even if it is not used or used only partially for any reason
- Overtime fees will be charged for exceeding reserved time, or for extra pack-up and reset time, in 5 minute intervals.
- Reservations may be extended if room is available, subject to approval. We accept extensions in 1 hour increments.
- Out of Office or holiday fees are added to the rates for services rendered beyond official studio hours, or on Sundays and holidays.

### Cancellation & Reschedule

- 48-Hour Lock-in period: 48 hours notice is required for the reschedule or cancelation of a reservation. If a reservation is cancelled or rescheduled with less than 48 hours notice, the full payment for the reservation is forfeited and any new bookings are considered new transactions.
- Rescheduling includes, among others, moving the start time due to a late member, etc. The sudden unavailability of a band member does not impact our implementation of the lock-in period, so the full cost of the original booking will still be charged.
- All reservations made within 48-hours of reservation start time are considered final.

- Suspension of rehearsals and recordings may be triggered by the studio due to extreme circumstances (i.e. power outage, unavailability of staff, unavailability of studio, etc.). Sessions will be rescheduled as needed.

### Handling of studio equipment

- All equipment must be handled with care. Cables should not be plugged/unplugged when amp/DIs are on. Please ask for assistance before plugging or unplugging.
- Any damage caused to studio equipment will be charged to the band/individual. Refusal to pay for breakages will lead to exclusion and prosecution. If an item of equipment is damaged or missing at the start of your session, please report it to the rehearsal technician immediately.

### Handling of studio drum set

- All changes to drum setup must be communicated to studio technician prior to adjustment. Changes to drum setup may require "reset" time, which must be included in the group's reserved time (or charged for overtime, if there are no groups coming in next). This means 1) the group may need to pack up and finish early, to allow for a full drum reset, prior to the next group coming in the studio, or 2) if there are no groups coming in next, pay for a 15-min or 30-min reset time depending on the changes made
- To protect our drum equipment, extreme and hard-hitting drumming is not allowed. Drummers are encouraged to adjust and moderate their playing levels, enough for rehearsals.

### Sound Levels

- The client acknowledges that prolonged exposure to high noise levels above 85 dB(A) may cause permanent damage to hearing. Infinity Records aims to keep exposures as low as reasonably practicable.
- Excessive loudness is not allowed in the studio.
- Infinity Records reserves the right to take action as it may deem appropriate to maintain tolerable sound levels.

### Personal items/lost property

- All members should not leave personal items unattended and ensure that they take all their belongings with them when they leave. Infinity Records is not responsible for any items that are lost or damaged on the premises, including all areas of the studio and the parking lot.



## Food/Drinks

- Food/Drinks are not allowed in the studio and reception areas, except for water in a spill-proof container.
- Any damage caused to studio equipment due to spillages will be charged.

## Personal Audio/Video Capture

- Video or audio recording is free for mobile phones only
- Since the studio provides video/audio recording services, personal video or audio recording using SLRs, GoPros, Video cameras, Zoom Recorders and all other devices other than mobile phones will be subject to studio fees and will be charged.

## Recording

- Members must agree to the Infinity Records - Recording, Mixing and Mastering terms and conditions (separate document) when availing of said services.
- Recording services may be suspended due to certain circumstances impacting sound quality (i.e. heavy rain, thunderstorms, etc). Recording sessions will be rescheduled as needed.
- personal information they provide us will be used will be mainly for processing the transaction they requested, processing payment, and preventing fraud. By providing us with their personal information and engaging in a transaction with us, they implicitly consent to our collection and use of their personal information for these identified purposes.
- The member agrees to allow collected marketing materials (e.g. name, photo, video, etc.) to be used on the Infinity Records' social media and website and/or for other promotional purposes.

## Privacy / Promotions

- We only collect, use and/or disclose members' personal information with their consent. The purposes for which

## Membership

- Membership is bound by the rules of Infinity Records, which could be altered without prior notice.
- The rules of Infinity Records also apply to members' guests in the studio. It is your responsibility to ensure that your guests abide by the studio rules and regulations. The band will be accountable for all guest actions.
- Infinity Records reserves the right to refuse or cancel membership of any group.

## Interruptions

- Members understand and agree that their use of the studio may be interrupted at any time due to various reasons, including (but not limited to):
  - Loudness adjustments
  - Matters regarding vehicles in the parking lot
  - Inquiry on guests and other unregistered members
  - Power interruptions and other emergencies
  - Drum set or instrument inspection/adjustments
  - Improper use of equipment, use of broken cables, etc.
  - Time is up, time to pack up or announcement of last song and other important items
- Members agree that no claim can be made against Infinity Records for such interruptions and no bonus time is awarded for any delays caused by these interruptions