



COMPANY POLICIES

- RECORDING STUDIO -

Studio Rules:

- Access to the studio or premises without the presence of a Lock City Music Group representative is not permitted.
- Smoking, alcohol consumption, illegal drugs, and weapons of any kind are not allowed on the premises.
- Eating and drinking may be done in the building lobby area only – absolutely never in the recording studio.
- Damage to the facility or equipment, or any items found missing after a client's session, will be charged to the client.

Bookings:

- Booking will require payment in full, as quoted for the project, unless otherwise specified in writing. Cancellation or rescheduling of sessions within at least 48 hours notice will be refunded or credited forward in full, otherwise the payment will be nonrefundable and forfeited entirely.
- The minimum time for booking is two hours. Additional hours will be available on the same day only if there are no other sessions booked and if desired time is still within reasonable hours of operation. Sessions running past 6pm may be considered overtime and will be priced accordingly.
- Time in the studio will be measured starting at the reserved start time and proceeding until all musical activities, including clean up, have ceased. Client is not entitled to any extensions of scheduled time without approval of the senior staff member on duty. A late start that occurs through fault of Lock City Music Group will not be billed to the client.
- Magnetic media, tapes, musical instruments, and personal items left on premises are done so at the risk of the client. Any items left on the premises for more than two months will become the property of Lock City Music Group.

Payment:

- Rates are subject to change – email for current rate information. Preferred methods of payment are cash or credit card (Visa/MC/Disc). Personal checks will be accepted on the condition that they clear at least two weeks before the reserved session date. Until the check clears or deposit payment is fully processed, time is not officially booked.
- All payments are due in full, in advance at the time of booking for every session.
- Session data will be stored on computer hard disk. Clients may be assessed a storage fee on a per GB basis. If so, this fee is mandatory and is a long-term rental fee. It is not to be construed as a purchase or any sort of implied ownership of either the storage medium or the data. All such media will remain at Lock City Music Group.
- Clients wishing to take session data with them after payment for services rendered must provide a hard disk backup to Lock City Music Group, and we will furnish the files to you on said device, made available for pickup within 7 days.
- Under no circumstances will the final recording be delivered prior to receipt of payment in full.
- Overdue/returned payments will be charged an interest rate of 2% per month. The client is responsible for paying all costs incurred by Lock City Music Group in relation to collection of payment including legal fees, as stated on an invoice to be delivered by Lock City Music Group to client in such situation. If the client wishes to contest these charges, it must be done within ten days of the date of invoice.

Misc:

- In the event of equipment failure, Lock City Music Group agrees to credit the client for the time lost.
 - By working with or at Lock City Music Group, client agrees that Lock City Music Group and it's related businesses shall have the right to use their name, likeness, recordings, and biographical material, without additional consideration or limitation in perpetuity, throughout the world, solely for the purpose of promotion of Lock City Music Group and it's related businesses.
 - Each term of business is severable from every other and shall survive the nullity of unenforceability of the other.
 - Client shall indemnify and save Lock City Music Group and it's related businesses harmless of and from all suits, claims, and demands, and other liabilities and expenses, including legal fees and disbursements arising out of the production, distribution, or exhibition of any films, tapes, records, compact discs, digital media, or equivalent in connection with which Lock City Music Group shall have furnished any goods or services.
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- ARTIST SERVICES -

THIS AGREEMENT (hereinafter referred to as the "Agreement") effective upon the day of submission of this by and between the Artist (hereinafter referred to as the "Artist") and Lock City Music Group (Company) (hereinafter referred to as the "Company"):

IT IS HEREBY UNDERSTOOD

- a. Company is an organization, which specializes in the services associated with artist development, music business consulting, management, recording, composition, publishing, recording distribution, marketing, social media, web development, live show preparation, representation of musical artists, and other related artist services;
- b. Company is familiar with the musical abilities of Artist and has the expertise, ability, and resources to assist Artist in the furtherance of his/her career.
- c. Artist performs under submitted stage name;
- d. Company and Artist wish to enter into this Agreement to provide for the growth, maintenance, and advancement of Artist's career.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **TERM.** The effectiveness of this Agreement shall commence with its execution by all of the parties, and shall continue indefinitely at the will of the Company and Artist. Termination of Agreement can be made at any time for any reason with 10 days advanced written notice to Company or Artist. Company reserves the right to refuse service to anyone for any reason, including but not limited to, inconsistent payment schedule or multiple failed payments without notice.
2. **SERVICES.** Based on the custom needs of the Artist at present point in career, Company agrees to use best efforts to aid, guide, and support Artist's career, along with providing a wide variety of services on an as-needed basis as discussed during initial consultation and as required throughout Artist's growth and development while signed with Company. Services offered are based upon tier level selected by Artist and at the discretion of the Company, and are provided only at the specific request of the Artist week to week. Standard Artist Services are limited to fifteen minutes of direct communication via any chosen contact outlet and up to three pages of any document review per week. Some Pro Artist Services may only be offered to specific tier levels and/or require several weeks of time or service options to complete due to multi-phase projects, drafts, and scope of work.
3. **CONTRIBUTION BY ARTIST.** Artist agrees to cooperate with the Company, furnish any materials and credentials required for Company to provide services, and communicate reasonably as required to allow for consistent progress to be made by Company's efforts.
4. **COST & COMPENSATION.** Based upon Artist's individual needs and budget, Company will provide agreed upon services to Artist at the output rate deemed reasonable by Company following each payment processing for the Artist's selected tier level. A weekly payment of the agreed upon amount will be auto-debited from the credit card or banking information provided by Artist for an indefinite period of time, unless written notice is provided from Artist or Company regarding a desire to end the term. Artist is responsible for any additional costs incurred as a result of services provided and will be notified of such in advance if necessary, including additional fees associated with web domain purchases, hosting subscriptions, business registrations, banking, distribution accounts, marketing materials, merchandise, PRO registration, government copyrights, advertising/sponsored posts, event registrations/tickets, travel, legal fees, photographers, videographers, or any other additional professional resource, etc. should professional services needed require additional funding beyond what is covered in weekly fee (ie. budgeting for photoshoots, music videos, touring, etc.). All creations of intellectual property are the property of the Company. Artist may increase their payment amount or make additional payments at any time, and Company will aid in financial planning accordingly. Should Artist properly request discontinuance of services as required by the terms of this agreement, access to file storage shall be provided for up to thirty days. After the thirty days have elapsed, Company reserves the right to remove access and destroy all intellectual property, multimedia, reports, etc and will retain ownership of any remaining said creations. Should payment fail, there will be a five-day grace period to fulfill the payment obligation before access permissions to files are revoked and destroyed at the Company's discretion. Multiple payment failures shall constitute as account delinquency, and may result in permanent termination of services and forfeiture of Company-produced materials, intellectual property, agreements, and opportunities created during tenure with Company. Additionally, the Lock City Music Group logo/watermark will be featured on all materials created and furnished by Company, and may be removed solely at the discretion of the Company.
5. **USE OF NAME & LIKENESS.** Artist agrees that Company may publicly present itself as Artist's representative. Artist grants the commercial and private use of the reproduction and/or adaptation of his/her likeness and testimonial statements made relative to the products and services offered and rendered by said Company. This release is made with the express understanding of the Artist that such uses of his/her likeness and testimonial statements may involve the publication and display, either written, taped, verbal or otherwise for commercial promotional purposes and benefiting the Company. The Artist further agrees to hold Company harmless from and against all loss, damage and expense which may incur by reason of any actions or suits brought against Company, on the ground that the Artist has contractually granted the exclusive or restrictive use of his/her likeness to any other individual, firm, association or corporation, whether heretofore or hereafter made. For good and valuable consideration, the receipt and sufficiency of which the Artist hereby acknowledges, Artist hereby irrevocably grants to the Company and its affiliated and related companies and all their respective designees, successors, assigns, licensees and distributors, the

irrevocable and perpetual right and license, throughout the world for an indefinite amount of time, to use and license others to use the Artist's name, photograph and likeness and biographical materials concerning Artist, and the right to use, and license others to use, any likeness, poses, acts, performances, appearances, videotapes, motion pictures, sound recordings, quotes and/or other recording of Artist made or produced by or on behalf of the Company. Additionally, Artist grants permission for use of his/her voice in any such videotape, motion picture or other recording (as well as any quotes given), without additional consideration to Artist (or to any guild or other party on Artist's behalf), in any language, format, manner or medium, including without limitation, over the Internet. The forgoing permission and release is given for the benefit of the Company. Parties and their respective successors, licensees and assigns, and any other persons, firms or corporations, shall have the right to promote, distribute and/or exhibit the Material through the Company. Artist additionally grants to Company the right, during the term, to establish and maintain all Artist-branded digital sites, websites, and social media.

6. POWER OF ATTORNEY. Artist hereby grants, assigns, and conveys to the Company the right to sign any contract, instrument, or legal document if the Artist is unavailable and the Company has Artist's verbal or written (email or text) approval.

7. REPRESENTATIONS & WARRANTIES. The Artist hereby represents and warrants that he/she has not entered into any other agreement or contract that shall in any way interfere or conflict with this Agreement. Artist further agrees that he/she shall hold Company harmless and indemnify Company from any and all claims arising out of such lack of disclosure or breach of any agreement, and from any and all loss, damage, liability, or expense, including cost of suit and reasonable attorney's fees, resulting from or arising out of such lack of disclosure.

8. ASSIGNMENT. Company may assign this Agreement or any of the rights hereunder to any person, firm, or corporation which has regular business in the music/entertainment industries, including a corporation in which the Company's owner is a principal.

9. GOVERNING LAW. This Agreement shall be construed and interpreted according to the laws of Connecticut. The parties hereto agree that any controversy arising under this Agreement shall be adjudicated under the jurisdiction of a competent court within the State of Connecticut.

10. NOTICES & APPROVALS. All notices and approvals required must be in writing and delivered to the other Party by certified mail or electronic mail at the addresses specified by both Parties from time to time.

11. ATTORNEY'S FEES. In the event that a party is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of attorney's fees incurred in such action.

12. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties hereto, and no modification, amendment, waiver, or change shall be valid except in writing and signed by both parties.

THE PARTIES AGREE to the terms and obligations set forth in this agreement and therefore display understanding and acceptance of such upon submission of application form or enrollment in services.

- MUSIC LESSONS -

General Policies:

- Registration can be made online via the Pike13 system, over the phone, via email, or in person by appointment. All required paperwork and profile information must be completed with full payment in order to complete signup.
- It is expected that all school-aged students are well behaved and respectful while on the premises. If a teacher feels that a student is not focused enough to participate in a lesson, the parent/guardian will be notified immediately and will be asked to speak to their child in private about appropriate behavior. There will be no refunds for students that are asked to leave the lesson due to behavioral issues.
- The building's main lobby area is intended to serve as a waiting place for students before, between, and immediately after lessons. School-aged students should arrive no more than 10 minutes before their scheduled time, and should not be left more than 10 minutes afterward. We are not responsible for unattended children during nonscheduled times, and the parent/guardian assumes all responsibility for children whether on or off the premises.
- All private lessons are one-on-one, and students are not permitted to bring guests into their sessions unannounced. Any guests looking to try out our program should be directed to management for assistance in making future lesson arrangements.
- Students are financially responsible for all of their scheduled lessons. There are no reimbursements or refunds under any circumstances. Please note that you are paying for date and time specific appointments as scheduled in advance, not a guaranteed number of lessons. In the event that a lesson must be missed, it is requested that we are notified as soon as possible so the instructor can plan accordingly. Cancellations can be submitted online directly in your Pike13 account. Any cancellations with more than 24 hrs notice provided will be eligible for reschedule. No shows or lessons cancelled

within a 24-hr window for any reason will be forfeited, deducted from the applicable package, and will not be eligible for reschedule. Tardiness for any reason will not be made up. Should a same-day cancellation occur due to instructor absence, a reschedule will be eligible or a qualified substitute will be provided at our discretion.

- There are no refunds for students withdrawing early from lesson packages for any reason.
- Online lesson policies are the same as in-studio lesson policies. Online students are required to maintain reliable computer software and systems in order to receive services via Google Meet, Zoom, or Skype. Any missed time due to student connectivity issues will not be made up.
- Trial lessons may be booked for prospective new students over the phone, via email, or in person by appointment. Trial lessons are regularly offered at current single lesson pricing, with full payment due up front at the time of booking in order to reserve the timeslot. Trial lessons are subject to the same policies as regular lessons, including the cancellation policy.
- Email is our main form of communication, and all students and guardians are responsible for checking their accounts regularly and keeping us up to date with current contact information.
- By working with or at Lock City Music Group, client agrees that Lock City Music Group and its related businesses shall have the right to use their name, likeness, recordings, and biographical material, without additional consideration or limitation in perpetuity, throughout the world, solely for the purpose of promotion of Lock City Music Group and its related businesses.

Lesson Scheduling:

- All lesson booking, registration, and account management is handled through our Pike13 software system, accessible at: www.LockCityMusicGroup.Pike13.com. All account managers/students are required to start an account and are responsible for keeping all contact and billing information up to date.
- We do not follow any school schedule and are open year-round as listed in the online availability. Lessons will be held on snow days unless the weather is extremely dangerous and/or CT declares a state of emergency, in which case we will contact via email regarding cancellations and any applicable reschedule information.
- Lesson availability varies and is not guaranteed. Times are booked on a first-come, first-served basis, and cannot be booked out further in advance than what is available in the Pike 13 online scheduling system.
- All packages are good for any of our lesson offerings in 45-minute duration timeslots, for up to a year from the date of purchase. Packages are non-transferable and cannot be converted into another student's account.

Billing & Fees:

- Package payments are payable in full in advance at the time of registration by cash, check, or credit card (Visa/MC/Disc).
- Overdue accounts will be charged a \$10 service fee per month.
- Returned checks will be charged a \$30 service fee.
- Any discounts or special promotional offers are not automatic, must be presented at the time of sign-up, and cannot be applied after initial payment has been made. All offers are subject to the terms and conditions listed and are valid until the published expiration date. Lesson timeslots cannot be booked prior to full payment receipt and are filled on a first-come, first-serve basis.
- All payments are nonrefundable, as we reserve a set amount of lesson time with our instructors, preventing them from scheduling other students and causing them to lose business should a student cancel/withdraw last minute.
- All billing and scheduling notifications can be accessed via the Pike 13 account dashboard. Payments can be made online, via email with a card on file, in person by appointment, over the phone, or by mail to Lock City Music Group at 76 Progress Drive, Suite 263, Stamford, CT 06902. Students and families are responsible for checking their emails and providing us with up-to-date personal contact information.
- If a performance opportunity arises, students interested may be assessed a performance fee in order to participate.
- If a student has been selected/submitted/sent by Lock City Music Group for any auditions or professional industry opportunities (ie. session work, voiceovers, movie roles, theater productions, commercials, etc.) and books a paying job, we will collect a 10% fee for any work we have booked/coordinated on your behalf. If the student is discovered or signed by a record company, producer, publisher, or any professional industry personnel, or books a large-scale paying job as previously described through Lock City Music Group, we reserve the right to collect a one-time finder's fee of 20%. This will be determined and negotiated at the time of contract presentation to the student.

Waiver of Liability

I hereby waive and release any and all rights that I or my heirs may have to make any claims against Lock City Music Group, LLC and its staff arising from damages or injury, which I or my child may sustain while on the premises. I further agree to indemnify and hold harmless all persons and entities named or described above for any claims which my child or I may make or which may be made on our behalf by others. I acknowledge that I am responsible for the supervision and safety of my child and myself at all times while on the premises. Further, I accept responsibility for any damage caused to the facility by the actions of my child or myself, and I agree to indemnify Lock City Music Group for any damages arising as a result of those actions.

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