



# STMPD

---

## STUDIOS

**STMPD recording studios Policies, General Terms & Conditions (Print out this document, fill out and sign bottom, and bring to your first session. You can also send this document prior to the studio session to [planning@stmpdrecordingstudios.com](mailto:planning@stmpdrecordingstudios.com).)**

**STMPD recording studios is a professional recording and post-production facility located in Amsterdam, The Netherlands at H.J.E. Wenckebachweg 68, 1114 AD Amsterdam. STMPD recording studios is a trade name of Martin Garrix B.V., a Dutch limited liability company having its legal seat in Amsterdam, The Netherlands and registered with the trade register under number 59631651.**

**Client service and satisfaction are our top priority. The following policies ensure that all sessions are conducted in the most professional manner while providing our client a creative and comfortable environment. By signing these general terms & conditions you represent and warrant that you do this on your own behalf as well as on behalf of the artist that will make use of our recording studios. You represent and warrant that any provisions that obviously apply to the recording artist is binding vis-à-vis us.**

---

### **ARTICLE 1 (OPTION TO) RENT THE STUDIO**

STPMD recording studios can grant you an option to rent one or several studio's for a date or several dates. An option granted to you is valid:

- during two weeks if the option has been placed longer than four weeks prior to the reserved date(s) and a 50% deposit has been paid;
- during one week if the option is placed between one and four weeks prior to the reserved date(s) and a 50% deposit has been paid;
- during 48 hours if the option is placed within one week prior to the reserved date(s) and a 50% deposit has been paid.

### **ARTICLE 2 BOOKING RATES**

Sessions are booked at the rates published by us (subject to change) unless other rates have been negotiated. There is a 2 hour minimum per session. After that, time will be billed in quarter hour increments. Sessions that run longer than the original scheduled time will be billed at the published rate, assuming the studio is available. Lockout sessions are based on 12- hour days.

Initials:

---



# STMPD

---

## STUDIOS

### **ARTICLE 3 CANCELLATION FEE**

For cancellations within 48 hours of the booked studio session, we will charge a cancellation fee in the amount of the deposit payment, unless we can rebook your time. You will then receive a refund of your deposit for any portion of time that we are able to rebook. Note that we do not have an obligation to rebook, and that we will not actively search for replacement bookings.

### **ARTICLE 4 STUDIO TOURS**

It is recommended that new clients tour the studio prior to their first session. During this time we can discuss the parameters of your session and make a plan to ensure everything runs smoothly.

### **ARTICLE 5 START/END AND SESSION TIMES**

The session clock begins at the scheduled time that was agreed upon. If you arrive early and the studio can accommodate an early start, then the session clock will begin at that earlier time. If you are late for any reason, you will be charged from the scheduled session start time, with no exceptions. Please call if you are going to be late! Set up time will be billed at regular studio rates unless other arrangements are agreed to. This includes load-in and instrument setup, microphone placement, level setting, media transfer, etc.

### **ARTICLE 6 STUDIO DOWNTIME**

Unforeseen problems can occur; if session downtime occurs at the fault of the studio's equipment, that time will not be billed. The studios liability shall be limited strictly to the studio time of the booked session and you agree to hold STMPD recording studios harmless from any damages from such downtime. We will do our utmost to offer you, free of charge, replacement session time if any such opportunity becomes reasonably available, but note that we do not have an obligation to do so.

### **ARTICLE 7 PAYMENT**

You are responsible for all monies due to the studio and shall make payment to the studio with the invoice sent. You will also be responsible for all legal, attorney and collection fees, if required for us to receive payment. If an invoice is not paid in full, immediate collection and legal action will be taken. You will also accrue a 4% interest charge per month until full payment of the fees (including said additional fees and expenses) is collected.

Initials:

---



## STMPD STUDIOS

### **ARTICLE 8 LEAVING GEAR AND/OR PERSONAL BELONGINGS BEHIND**

STMPD recording studios is not responsible for gear that was left behind, lost, damaged, or stolen. Any property left and not collected after 30 days will be disposed of by STMPD recording studios in a manner as we see fit, unless other arrangements have been made.

### **ARTICLE 9 STUDIO GEAR (DAMAGE)**

In the event a piece of studio gear or other property owned by STMPD recording studios or any part of its facility is damaged by you, or by anyone in your party, due to negligence, accident, or willful act, you agree to provide monetary compensation in the amount of full replacement value of the damaged item.

### **ARTICLE 10 STUDIO RULES**

To ensure an optimal studio experience for you and your co-artists, you agree to abide by the following rules of conduct while in or around the studio and its premises. You will make sure that anyone that is part of your party or group will also abide by these rules, and you agree to take full responsibility and liability for any such persons. Any damage incurred due to breach of these rules will be compensated by you.

- No smoking in the studio. Smoking is permitted in the designated area outside the building.
- Food and drink is encouraged to be consumed in the lounge and patio area. Food and drink may be brought into the studio but must be kept away from equipment racks, and the recording console. Please eat and drink responsibly.
- Please place your unwanted trash in receptacles provided.
- No firearms or other weapons are allowed on the premises.
- It is recommended that only individuals essential to the studio session be present during the booked time.
- Illegal drugs are strictly prohibited and we reserve the right to refuse service or cancel a session if a client appears to be under the influence, in which case no refund will be made.
- In the event of public drunkenness, we reserve the right to refuse, cancel or suspend the session, in which case no refund will be made.
- Social media posts are only allowed in the rented and the general areas, provided there are no other persons in the photos that do not belong to the client.
- In a (studio) session, the user of the studio is responsible for the audio storage. All audio must be removed from the studio computers at the end of each session. We do not facilitate in hard disks or other carriers. Leaving audio is at the responsibility and risk of

Initials:

---



## STMPD STUDIOS

the client, his staff or the artists who use the studio. The parties agree that we are never liable for this and cannot be held liable.

- Downloading illegal material (for example Torrents) via the STMPD recording studios server is strictly forbidden.

### **ARTICLE 11 RESPONSIBILITY**

You hereby accept responsibility and liability for any member of your party or guests attending the studio session. These rules apply to all persons in the group. There are absolutely no exceptions whatsoever. This ensures a healthy business relationship for you as an artist and for the studio as well.

You affirm that you are the rightful owner, licensee or assignee of material to be recorded or reproduced. STMPD recording studios & our employees are not responsible for copyright violations, talent or creative royalties, mechanical reproduction licenses, or any other liabilities for such material. You also agree to indemnify STMPD recording studios and its employees for any and all claims, costs, losses, detriments and expenses of any kind or nature relating to breaches of aforementioned rights, including without limitation, attorney's fees and cost incurred by STMPD recording studios.

### **ARTICLE 12 FORCE MAJEURE**

In case of Force Majeure STMPD recording studios is authorized to suspend the execution of the agreement until the circumstance that causes the Force Majeure no longer exists.

If the period of Force Majeure lasts longer than 3 months as well as in case it is established that the Force Majeure is of a permanent nature, STMPD recording studios can make an arrangement with you about the dissolution of the agreement and the related consequences.

A Force Majeure shall in any case be if this is imputable to delay by or default by suppliers, transport issues, fire, excessive absence because of illness, enterprise disruptions and work strikes.

STMPD recording studios is authorized to request payment for the part of the agreement that was already performed, before the Force Majeure, emerged.

### **ARTICLE 14 CONFIDENTIALITY AND PR USE OF NAME AND LOGO**

STMPD recording studios is, except for obligations imposed by the law to disclose certain data, obliged to confidentiality towards third parties that have not been involved by it in the execution of the agreement.

It shall however be permitted for STMPD recording studios to use your name, picture and/or logo for the benefit of promotional activities.

Initials:

---



## **S T M P D**

---

## **S T U D I O S**

Except for the obligations set by the law, you are not permitted to provide confidential information about STMPD recording studios to third parties.

### **ARTICLE 15 STUDIO DISCLAIMER**

Prior to any session work beginning, you agree to furnish a written signed copy of these general terms and conditions as a formal agreement between us and the artist and/or producer (and members of his or her party) and obligation to make payments and adhere to all other policy requirements as stated herein.

You release STMPD recording studios from any and all liability regarding services rendered. Should you prove that the emerged damage and/or any disadvantage come(s) or should come for the account of STMPD recording studios, then the total liability of STMPD recording studios shall in no case be higher than twice the fee invoiced by us to you.

In no case however is STMPD recording studios liable for indirect damage in the form of missed turnover, missed savings, damage by enterprise stagnation and/or other consequential damage or other of your contract parties.

### **ARTICLE 16 MISCELLANEOUS AND DISPUTES**

This agreement takes the place of all previous verbal and written agreements between the parties in this respect. All changes to this agreement must be agreed in writing. The parties are obliged to immediately give the other party written notice of any address changes.

Nullity of any provision of this agreement shall not affect the validity of the other provisions. In the event one of the provisions of this agreement turns out to be void, the parties shall, in fair consultation, agree a replacement provision which is in keeping with the text and purpose of this agreement.

This agreement shall be governed by Dutch law and all disputes connected with this agreement shall exclusively be brought before the Amsterdam district court in The Netherlands.

**I have fully read and agree to all of the above terms.**

Initials:

---



**S T M P D**  

---

**S T U D I O S**

\_\_\_\_\_ **Print Name**  
\_\_\_\_\_ **Band Name or Performance (Stage) Name**  
\_\_\_\_\_ **Address**  
\_\_\_\_\_ **Address Line 2**

\_\_\_\_\_ **Signature**  
\_\_\_\_\_ **Phone**  
\_\_\_\_\_ **Email**

**Initials:**  
\_\_\_\_\_