

| CLIENT INFORMATION | | |
|---|--|---|
| LAST NAME: | FIRST NAME: | |
| PHONE #: | EMAIL ADDRESS: | |
| AFFILIATION: <input type="checkbox"/> MSM College Student <input type="checkbox"/> MSM Precollege Student <input type="checkbox"/> Faculty <input type="checkbox"/> Staff <input type="checkbox"/> Alumni <input type="checkbox"/> Outside Community | | |
| PURPOSE OF RECORDING: <i>Additional fees may apply for recording projects that are intended for commercial release, as determined by the Dean of Distance Learning and Recording Arts.</i> | Non-Commercial Use (not for sale): <input type="checkbox"/> Application/Audition Material <input type="checkbox"/> Demo/Promotional Material <input type="checkbox"/> Music for Film/Video <input type="checkbox"/> Other _____ | Commercial Use (for sale): <input type="checkbox"/> CD Release <input type="checkbox"/> Digital Release <input type="checkbox"/> Music for Film/Video <input type="checkbox"/> Other _____ |

| RECORDING SESSION TYPE | HALL REQUESTED |
|--|---|
| <input type="checkbox"/> Standard Audio Recording Session <input type="checkbox"/> Multi-track Audio Recording Session <input type="checkbox"/> HD Video + Audio Recording Session <i>Miller and Mikowsky Only</i> For detailed information on recording packages and rates, see below. | <input type="checkbox"/> Myers Recording Studio <input type="checkbox"/> Greenfield Hall* <input type="checkbox"/> Miller Recital Hall <input type="checkbox"/> Mikowsky Recital Hall <input type="checkbox"/> Pforzheimer Hall |
| TOTAL TIME OF MATERIAL TO BE RECORDED _____ minutes | *For Greenfield only, indicate which Steinway piano is preferred, if any: <input type="checkbox"/> Hamburg (default) <input type="checkbox"/> Constance Keene <input type="checkbox"/> No Preference |

COMPLETE INSTRUMENTATION OF SESSION *please list all instruments/voices that will be recorded at the session*

| SESSION DATE(S): | SESSION TIME(S): |
|--|------------------|
| Recording sessions are booked in minimum 2-hour blocks of time. The first and last 30 minutes of your booked session time will be used for equipment setup and breakdown plus warmup and sound check. Therefore, a 2-hour recording session will result in 1 hour of actual recording time. You will not be charged for time used to set up or break down studio equipment, only actual recording time. | |

I hereby declare that I have read and understood the attached policies and procedures of the Manhattan School of Music Recording Studio regarding Private Recording Sessions and agree to all the requirements stated therein.

SIGNATURE OF CLIENT *form will not be processed if not signed* _____ **DATE** _____

--- FOR OFFICE USE ONLY ---

Signature of Recording Services Manager: _____ Date: _____

Session Request: Approved Denied Date of Email Notification: ____ / ____ / ____ INVOICE #: _____

This policy must be read and signed by all individuals (students, faculty, staff, alumni & outside community) who record at Manhattan School of Music.

In consideration of having received permission to record at the Manhattan School of Music, I (we) _____ agree that, in the event that I (we) release, transmit, broadcast, sell or distribute a musical recording for promotional, premium or commercial purposes, now or at some future date, on CD, tape, record, film, music video, computer chip, television broadcast, radio broadcast, the World Wide Web or otherwise on the Internet, or in any other form now or later known or developed (collectively, "Media") which includes musical material recorded at the Manhattan School of Music, I (we) agree to abide by the following policies:

Copyright Considerations:

1. To obtain mechanical and/or synchronization licenses for all compositions which are under U.S. Copyright Protection or any copyright protection recognized under the Berne Convention, the Universal Copyright Convention or other international agreement to which the United States is a party (collectively "Copyright Protection").
2. If applicable, to obtain mechanical and/or synchronization licenses to release an arrangement of a composition that is under Copyright Protection.
3. If applicable, to obtain written permission from the composer and/or lyricist to release an unpublished composition.
4. If applicable, to obtain a performance license from the appropriate performing rights organization (e.g., ASCAP, BMI, SESAC) or other appropriate grantor of such license.

Graphic Documentation:

5. Not to use, or permit the use of, Manhattan School of Music's name or logo on or in connection with any Media, including without limitation on the front or back cover of any Media, in liner notes, on discs, or, in the case of Media not embodied in a tangible form, such as a World Wide Web site, any other means by which such Media may be displayed, including musical material recorded, in whole or in part, at the Manhattan School of Music (other than in compliance with Section 6 of this Agreement) without first having obtained advance, written permission and authorization from the Dean of Faculty & Performance of the Manhattan School of Music. Failure to obtain such permission will result in a penalty charge of not less than \$500.00. Any approval of the use of the Manhattan School of Music's name or logo, if granted, is and shall be expressly subject to the advance review and approval by the Manhattan School of Music of all graphic material that incorporates or is associated with the use of the Manhattan School of Music's name or logo.
6. To credit the Manhattan School of Music, Charles Myers Recording Studio, and/or any Recording Studio Personnel who are directly involved in my (our) recording project in the jacket liner notes or other credit materials for such Media. Language for text credit shall be determined in consultation with the Director of Recording, Manhattan School of Music, as per the specifics of the particular usage. For Internet usage, a link to the school's website, www.msmnyc.edu should be included, if feasible. Failure to credit shall result in a penalty charge of not less than \$500.00.

Performance Release Agreements:

7. To secure performance release agreement(s) from all musicians performing on my (our) recording project.

I (We) understand that the penalties for noncompliance provided for in paragraphs 5 and 6 above are not intended to, and shall not, be deemed to limit in any way the remedies available to Manhattan School of Music for any breach of this Recording Release Agreement.

I (We) understand and agree that I (we) will not hold the Manhattan School of Music responsible for any infractions of U.S. Copyright Laws, the Berne Convention, the Universal Copyright Convention or other international agreements to which the United States is a party ("Copyright Laws"), pertaining or otherwise in connection with the distribution, marketing, sale, broadcast, downloading, streaming, transmittal or export of Media containing musical material recorded at the Manhattan School of Music, and that I (we) will defend, save and hold harmless the Manhattan School of Music against any liability, loss, damage, cost or expense (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by reason of any infraction or threatened infraction of Copyright Laws or otherwise in connection with the distribution, marketing, sale, broadcast, downloading, streaming, transmittal or export of Media containing musical material recorded at the Manhattan School of Music.

This Release is made in accordance with the laws of the State of New York, and shall be binding and inure to the benefit of our respective heirs, executors, administrators, successors and assigns.

Please sign and date this Recording Release Agreement, return to the Department of Recording and Distance Learning, Manhattan School of Music, and retain a copy for your files.

NAME (please print)

DATE

SIGNATURE

***** PLEASE KEEP THESE FINAL TWO PAGES FOR YOUR RECORDS *****

Recording Session Location: Myers Greenfield Miller Mikowsky Pforzheimer

Recording Session Date(s): _____ **Time:** _____

HOW TO BOOK A RECORDING SESSION:

Submit a **Recording Session Request Form** after reviewing available recording session times with the Recording Arts Office. You may do so in person in Room 312 during regular office hours or via email or phone. A completed MSM *Recording Release Agreement*, included with the request form, must be submitted before your private recording session can take place.

You'll receive an email confirmation as to whether the studio will be able to honor your recording session request within 3-5 business days.

RECORDING SESSION TYPES:

Standard Stereo Audio Recording Session

- Includes all recorded takes in WAV audio file format delivered via digital download following the session. This uses the live-mix that the engineer does during the session; further audio mixing is not available once the session is complete.

Multi-track Audio Recording Session

- Includes all recorded takes in WAV audio file format *plus* all multi-track audio files of each recorded microphone track delivered via digital download following the session. Further audio mixing is possible once the session is complete.

HD Video + Audio Recording Session

- Includes edited HD video files (.mp4) and audio files (.wav) of all **complete takes** from the session delivered via digital download within **5-7 business days** following the session. Please plan accordingly for any deadlines when booking your session.

PAYMENT:

Complete payment for any private recording session is due at the end of the session by cash or check only (see rates below). *Credit cards are not accepted.* There is a one-hour minimum charge required for all recording sessions, even if the client records for less than 60 minutes.

The first and last 30 minutes of each scheduled session time are used for equipment setup/breakdown, warmup, and sound check. Clients are only charged for the actual recording or editing time used during the session, not for the total length of the booked session time. Clients should be present at the start of the session while the engineers are setting up the equipment and may use this time for general warm up and/or rehearsal until the engineer is ready to begin the sound check.

VENUES, PERSONNEL & AVAILABILITY:

Private recording sessions at MSM are offered in Myers Recording Studio, Greenfield Hall, Miller Recital Hall, Mikowsky Recital Hall and Pforzheimer Hall. **HD video recording services are available in Miller Recital Hall and Mikowsky Recital Hall only.**

MSM strives to provide a quiet recording environment in all of its venues during recording sessions, however, cannot guarantee complete silence as no recording space at MSM is completely soundproof. Some external noise is possible and may be beyond the

Studio's control, such as outside city noise (sirens, jackhammers, etc.) or building noises such as heating pipes, drilling or exterior hallway traffic. Payment for services rendered may be due even if a recording session is interrupted due to noise.

All audio recording at MSM must be done by a Myers Recording Studio staff engineer only. Outside recording engineers are not permitted to do any audio recording at Manhattan School of Music.

All recording studio services are available on a first-come, first-served basis and are subject to hall, studio and personnel availability. Required student recital recordings and MSM institutional performance recordings take precedence over private recording session scheduling.

EQUIPMENT:

PROVIDED: All microphones and microphone cables, headphones (if requested), music stands, chairs, as well as access to a Steinway grand piano in each recording venue.

MSM's Piano Technical Services Department maintains all recording venue Steinway pianos on a regular basis. However, situations may arise in which a mechanical problem or malfunction may not be addressable during the session, in which case a session may need to be rescheduled at a mutually convenient time for both the client and studio. Partial payment for services rendered may be due even if a recording session is interrupted due to piano mechanical malfunction.

NOT PROVIDED: Drum set, instrument amps, instrument cables or public address (PA) equipment.

CANCELLATIONS:

Session cancellations must be personally confirmed with the Recording Arts Office at (917) 493-4075 or cshade@msmnyc.edu. Cancellations made less than 2 business days prior to the session time are subject to the cancellation fees listed below.

RECOMMENDATIONS:

As a general rule, you should schedule at least four times the complete length of the musical material you wish to record, thereby allowing for warm-ups, breaks and multiple takes.

Allow plenty of time between your recording session and any deadlines you may have for submitting material for auditions, competitions and other professional purposes. Same- or next-day service for final materials is not available. It is recommended that you submit your Private Recording Session Request Form at least 4 weeks in advance of your desired session date.

LIABILITY DISCLAIMER:

The CLIENT shall at all times protect and hold harmless Manhattan School of Music, its employees, agents, trustees, students and invitees from and against any and all claims, demands, expenses and liability for losses, damages, injury, taxes and liability of every kind and nature, resulting from the negligence of Manhattan School of Music or its employee, including but not limited to, failure to maintain the building or premises. For certain projects, a certificate of insurance may be requested.

2017-18 Recording Session Rates

| | Students, Faculty & Staff | Alumni | Outside Community |
|--|--|-------------------|------------------------------|
| Standard Stereo Audio Recording Session | \$90/hour | \$110/hour | \$150/hour |
| Multi-track Audio Recording Session | \$125/hour | \$150/hour | \$175/hour |
| HD Video + Audio Recording Session | \$150/hour | \$175/hour | \$200/hour |
| Editing Session with Engineer | \$70/hour | \$85/hour | \$100/hour |
| Multitrack Audio Mixing Session <i>by special request only</i> | \$100/hour | \$150/hour | \$200/hour |
| Cancellation Fee <i>if cancelled within 2 business days of session</i> | \$50 | \$75 | \$100 |

PLEASE NOTE: Additional fees may apply for recording projects that are intended for commercial release as determined by the Dean of Distance Learning and Recording Arts.