



thebank

773.342.2911 - info@thebankinc.com - www.thebankinc.com

TERMS OF BUSINESS

PRICES: Prices on brochures and advertising subject to change without notice. Prices do not include media stock or data backup unless otherwise specified. Prices to be charged shall be the prices in force at date of invoicing.

Transportation of media and equipment to and from TheBank Inc. shall be at customers risk and expense.

SALES TAX: The customer guarantees that the sales tax exemption Numbers (if any) listed on the invoice are valid for the work done by TheBank Inc.

TERMS OF PAYMENT: All work is accepted on a C.O.D. basis unless other arrangements have been made in advance and have been listed on the invoice. Overdue accounts will be subject to interest charges of 4% per month. The customer agrees to pay all costs and legal fees incurred by TheBank Inc. in connection with the collection of amounts owing to TheBank Inc. Any claims or adjustments in connection with an invoice must be presented to TheBank Inc. in writing within seven days from the of the invoice in question.

BOOKINGS: The Customer is responsible for time and services Booked and is not entitled to any extensions of the scheduled time without the approval of the senior staff member on duty. Bookings are two hours minimum, with half hour increments thereafter. Billable time begins at the start of time booked. Please be prompt.

CANCELLATIONS: Cancellations of any work or service ordered will be charged 50% of cost of services scheduled if cancellation takes place within 24 hours of the scheduled session's start time.

TERMS REGARDING USE OF FACILITIES: TheBank Inc. will use its efforts to ensure that the computers, soundboards, and all equipment booked in advance will be in working condition. Should time be lost due to computer, soundboards, and other pre-booked equipment failure, TheBank agrees to credit the customer for that portion of time for which the use of equipment was denied, and as a result, the studio was not useable. While other equipment and instruments may be made available, the working condition of such equipment is not guaranteed. Except for the obligation to provide a soundboard and computer system in working condition for recording, TheBank shall have no further liability in connection any equipment on the premises. If customer uses extra equipment that is not available in the studio, customer is solely responsible for any rental costs, and any damages or losses to such equipment.

SEVERABILITY: Each term of the Terms of Business is severable from every other and shall survive the nullity or unenforceability of the other.

MODIFICATION: These terms of business can only be modified by an instrument in writing signed by an authorized representative of TheBank Inc.

ADMINISTRATIVE FEES: In lieu of charging at the recording rate, administrative activities performed by representatives of TheBank on behalf of the client will be billed at a rate of forty-two dollars and fifty cents (\$42.50) per hour. These activities include but are not limited to: any phone calls, scheduling, organization of media and documents, billing, and other record keeping functions performed for the client during the course of a project.

MATERIAL AND STORAGE FEES: Customer agrees to pay for materials used during the production of their project. This includes items purchased and used for media duplication or storage and any additional equipment that must be purchased or rented for the successful completion of the project. The price of duplicated CDs is fifteen dollars (\$15.00) per CD. The price for replicated cd's is \$2.50 per additional copy There is a thirty-five dollar (\$35.00) fee per song for media storage on TheBank's servers. Customer shall remove his media from storage and The Bank shall not store any media created or stored by Customer for more than 2 months after completion of project.

RETURN OF CUSTOMER MATERIALS: Customer's materials left on premises one month after completion of work become property of TheBank.

CREDITS/REFUNDS: Once a payment is received, TheBank agrees to provide services or credit for services. Refunds and credits shall only be reimbursed in the form of services.

LIMITATION OF LIABILITY AND WARRANTY: TheBank warrants that it will take every precaution for the safety of clients' materials in production or storage; however, TheBank. assumes no risks and makes no guarantees unless such loss or damage is caused by the willful intention of TheBank Inc. or any of its employees acting within the scope of their authority. In no event, however, shall TheBank. be liable for more than the replacement value of the unrecorded tape, media or any other unprocessed materials. In no event shall TheBank. be responsible for any loss incurred by its customer as a direct or indirect result or consequence of any of the foregoing. TheBank assumes no risks and makes no guarantees concerning the contents of materials prepared for customers or delivery schedules, arrival times or air-dates of materials prepared for customers. All risks for content and delivery are assumed by and solely those of the customer. TheBank. shall not insure any of customers materials while in the possession of TheBank. or while in transit. While on our property, or while in transit to or from our facility, understand your well being is at your own risk. Anyone in your party or group is under your liability, not ours. We will assume no risk for your safety or health under any circumstances.

LIENS: In consideration of TheBank. performing work for the customer, TheBank. shall have a lien on all customers' tapes, cassettes, CD's, and other materials, media and on all tapes, data, files and CD's made from them until full payment of any due and outstanding accounts is received. TheBank is and shall be entitled to sell, lease, or otherwise dispense of any tape or other property upon which such a lien is granted in its absolute and unfettered discretion upon giving 30 days notice in writing to the customer of its intention to sell, lease, or otherwise dispose of the tape or property. Such written notice is duly given to the customer if sent by prepaid registered mail to the customer's last known mailing address.

In disposing of the tape or other property referred to in the preceding paragraph, TheBank shall not be required to obtain the best price available. Upon disposing of the tape or other property, TheBank shall retain from the proceeds an amount equal to the amount owing to it together with all costs of the disposition and the balance, if any, shall be paid by TheBank to the customer.

The customer has the right, at any time previous to the actual disposition of the tape or other property, to discharge the lien, by paying to The Bank. the amount claimed in the notice of the disposition, and all reasonable costs and expenses incurred by TheBank as a result of the customers failure to comply with the terms of this agreement.

ENTIRE AGREEMENT: These Terms of Business constitute the entire agreement between the customer and TheBank, and no evidence of any oral agreement or representation whatsoever shall be admitted to vary, modify, waive, or add to any or all terms of this agreement.