

MIXING CONTRACT



DYLAN ELLIOT AUDIO

Address: 30 Hope Gardens

Postcode: ML12 6ZU

Phone Number: 07950474191

Email: projects@dylanelliot.com

Website: www.dylanelliot.com

TABLE OF CONTENTS

Parties	1
Statement of Work	2
Payment Terms	2
Archival and Storage of Works	2
‘Work for Hire’	2
Mastering	2
Credits	3
Use of Recordings	3
Sign-Off	3
Disputes	3
Limitation of Liability	3
Force Majeure	3
Contract Agreement	4

PARTIES

This contract constitutes an agreement between Dylan Elliot Audio ('the mix engineer') and the artist/client.

STATEMENT OF WORK

This contract includes the mixing by the mix engineer of 'songs' with a maximum of 50 tracks per song at a cost of £80 per song. The cost of each song includes up to 2 revisions for a total of 3 mixes per song. After that, further work will be charged at an hourly rate of £40 with a minimum 30 minutes for each additional revised mix. Each revision includes adjustments to the existing mix based on the client's feedback, within the scope of the originally delivered mix.

Each 'mix' is a single 'version' of the song. For example, an 'acoustic version' of the song or a version with substantial stylistic differences will be considered a new mix and charged at the mix rate.

Instrumental mixes or alternate versions with specific muted tracks may be provided once, at no additional charge.

Stem-outs are not included as part of the mix but can be provided at the hourly rate, subject to the minimum billing time.

PAYMENT TERMS

Payment is to be made via PayPal or bank transfer. Payment details will be included with the invoice.

The payment for the project is due in GBP (£) in full and up front before work is to be commenced. Payment must be received within 10 business days of invoicing. In some circumstances, the mix engineer may allow 50% payment due up front and 50% when the final version is agreed. This must be explicitly agreed upon by both parties before work is commenced and the initial 50% is non-refundable once work has commenced.

The full quality version of the mix will be delivered upon receipt of the final payment.

In some instances, the artist/client may prefer the use of a certain piece of equipment or hire of an external facility. Studio/equipment rental and other extraneous costs are not included in the mix rate and will be covered by the client.

ARCHIVAL AND STORAGE OF WORKS

After delivery of the final full-quality mix, the mix engineer is not responsible for archival or storage of any project data other than the final mix. The client is fully responsible for archiving and safeguarding the final mix once it has been delivered.

Revisions after a gap of 60 days (if the original project is still accessible) will be charged at the new mix rate.

‘WORK FOR HIRE’

All mixing services provided by the mix engineer are ‘Work for Hire’ and unless otherwise agreed, the mix engineer has no claim in either the compositional or sound recording copyright.

If compositional, producer or recording services are required, a separate agreement will detail any ‘points’ on the record (a song-split) and any additional payment over the mix rate.

MASTERING

Mastering can be arranged by the mix engineer at no additional cost (other than payment to the mastering engineer by the artist/client) or the artist/client can arrange their own mastering. The mix engineer reserves the right to make himself available (at no additional cost) to review the masters, ensuring the mix hasn’t been compromised.

CREDITS

Producer / songwriter credits should be attributed to the mix engineer unless otherwise stated. The mix engineer has no copyright claim to standard mix services, however if the client/artist has an option to credit Dylan Elliot Audio as the ‘mixer’ or ‘engineer’ on their distribution platforms/public release then it would always be greatly appreciated.

USE OF RECORDINGS

The mix engineer reserves the right to use the final release version of the track (after the official release) as an example in demo reels or on their professional website. Where possible, these examples will be linked to, or an embedded version of, the artist’s release.

The mix engineer may ask to use the original stems in online content for promotional, educational or entertainment purposes. The mix engineer will ask for the client/artist’s consent, and credit to the original client/artist will be made when possible.

SIGN-OFF

The song is complete once the artist agrees to receive the final version (usually this will be an agreement via email), or once the artist declines the offer of paying the mix engineer’s hourly rate for further revisions.

DISPUTES

In the rare instances where there may be a disagreement or dispute between the mix engineer and the artist/client, the mix engineer will respond within a maximum of 30 days.

All efforts will be made to settle disputes amicably and to the satisfaction of both the mix engineer and the artist/client. If this is not possible, the artist/client agrees that disputes will be settled and

governed in Dylan Elliot Audio's country of Business (Scotland) and the losing party in any legal action will pay reasonable legal fees associated with the dispute.

LIMITATION OF LIABILITY

Dylan Elliot Audio shall not be liable to the client for any indirect, incidental, consequential, or special damages arising out of or related to this agreement, this includes any loss of revenue, profit, data, or business opportunity, whether or not the mix engineer has been advised of the possibility of such damages.

The mix engineer's total liability to the client, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the client for services under this contract. Nothing in this clause shall limit or exclude liability for personal injury, death, fraud, or any other liability that cannot be lawfully excluded or limited.

FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this contract if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of fire, flood, earthquake, war, government regulation or intervention, strikes, lockouts, pandemics, or other labour disturbances, telecommunications or utility failures, or any other events that could not reasonably be foreseen or prevented (collectively, "Force Majeure Events").

If a Force Majeure Event occurs, the affected party shall notify the other party as soon as practicable and make reasonable efforts to resume performance as soon as possible. If the delay in performance exceeds 60 days, either party may terminate this agreement by providing written notice to the other party, with no further obligation or liability.

CONTRACT AGREEMENT

This contract will be provided to the artist/client before any work by the mix engineer commences. The artist/client is required to confirm receipt of the contract and consent to the terms in writing (via email or signed documentation) before any work by the mix engineer proceeds. If the artist/client does not provide written acknowledgment but insists that work commences, the client is still considered to have accepted and is bound by the terms of this contract from the moment the mix engineer begins work.

Any queries or changes must be agreed upon in writing before work commences, and requests to alter the terms after work has begun may be subject to additional costs to the artist/client.

[Signature page follows.]

For Dylan Elliot Audio:

Name: Dylan David Drew Elliot

Signature (Signed Digitally): Dylan David Drew Elliot

Date:

For the Artist/Client:

Name:

Signature (Signed Digitally):

Date: