



## Membership Scheme Agreement for regular use of The Noisefloor studio

Membership Scheme:

**This Agreement is between the Member and the Proprietor for hire of The Noisefloor sound studio according to the terms specified below. Both parties agree to keep, perform, and fulfil the promises, conditions and agreements expressed herein.**

**1. PROPRIETOR:** The Proprietor of The Noisefloor is: David House, of 3F1 6 Jameson Place, Edinburgh, EH6 8PB.  
Tel: 07767 421776, email: [dave@thenoisefloor.co.uk](mailto:dave@thenoisefloor.co.uk)

**2. MEMBER:** The Member is: \_\_\_\_\_  
of \_\_\_\_\_  
tel: \_\_\_\_\_, email: \_\_\_\_\_.

The Member shall be required to provide photographic ID upon acceptance of this Agreement. The ID, which is required for security reasons and in lieu of a deposit, shall be copied and stored until it has been determined that the Member is not in breach of any of the terms of this Agreement once the Agreement has been terminated. The Proprietor will not share this ID with any other party unless required to for legal reasons.

**3. PREMISES:** The Premises are located at The Noisefloor, Music Base, 125 Great Junction Street, Edinburgh, EH6 8PB

**4. TERM:** The Member agrees to commit to this Agreement for a Minimum Term of 3 months, running from:

/ / to: / /

After this period, the Membership Term renews on a rolling, monthly basis on the \_\_\_\_\_ of each month (the Renewal Date).

The Member can terminate this Agreement at any point during the Membership Term, provided 2 weeks' notice is given. However, the Member shall be required to pay all outstanding fees for the remainder of the Membership Term.

If the Member breaks the terms of this Agreement then the Proprietor will seek to recover any remaining fees owed and the Member shall not be permitted to open another Membership Scheme or Pay As You Go account with The Noisefloor. If at any point the Member is in breach of this Agreement the Proprietor has the right to terminate this Agreement without refund of any fees paid.

Unused Membership accounts will be cancelled after 3 months of non-use and the Member shall be required to pay any outstanding fees.

**5. MEMBERSHIP FEE PAYMENT:** The Fee is £\_\_\_\_\_ per month, due on or before the Renewal Date every month until termination of the Agreement. The Fee is payable via PayPal (account: [dave@thenoisefloor.co.uk](mailto:dave@thenoisefloor.co.uk)), standing order or BACS to the following account: David House, 29425803, 07-01-16

**6. STUDIO CREDIT:** Upon clearance of the month's Membership Fee, the Member shall receive \_\_\_\_\_ Studio Credits (which is equal to the Membership Schemes designated monthly hours at the standard studio rental rate of £12 per hour). Studio Credit can be used to book Sessions at the studio, subject to availability, via:  
<http://thenoisefloor.co.uk/product/book-session/>

Up to one month's Studio Credits can be carried over to the subsequent month, for an account total of up to twice the Membership Scheme's Studio Credit quota at any given time.

The Member can change to another Membership Scheme at any point, effective from the next month's Renewal Date. However, a Membership Scheme cannot be downgraded until the Minimum Term has expired.

Extra Studio Credit can be bought as Pay As You Go credit and On Demand sessions can be booked at:  
[www.thenoisefloor.co.uk](http://www.thenoisefloor.co.uk).

**7. ACCESS TO PREMISES:** The Member is forbidden from subletting out the Premises or granting any outside party access to the Premises. This agreement is based on the assumption that the Member will be working alone on the Premises. Clients and Guests of the Member are exempt, provided that the Member is present at all times and takes full responsibility for the actions and behaviour of their Guests / Clients.

This Agreement does not grant the Member any help or assistance with their work at the Premises, except for technical faults with studio equipment that are not the fault of the Member. Assistance, including engineers, recording assistants and producers, can be booked for an additional fee at <http://thenoisefloor.co.uk/assistance>

Access to the Premises will be granted to the Member by the Proprietor or one of the Proprietor's representatives. The Member will not leave the Premises unattended without locking the Premises or seeking permission from the Proprietor or the Proprietor's representative.

**8. CONTENTS OF PREMISES:** The Member shall be permitted to use the following Equipment, which includes instruments and software, all of which are owned by Proprietor:

KRK VXT6 active monitors, Genelec 8020A active monitors, KRK 10S sub-woofer, Sennheiser HD280 Pro headphones, DPA SMK-SC4061 Stereo Microphone Kit, Shure SM57 microphone, sE Electronics SE2A condenser microphone, RME Fireface UC USB audio interface, Tascam M-164UF analog mixer / USB audio interface, Apple iMac 3.06 GHz Intel Core Duo, SMPRO M-Patch 2 passive volume control / monitor switch, Novation Launchpad, Behringer FCB1010 foot pedal, Novation Zero SL MKII controller, Evolution 2 octave MIDI keyboard, Yamaha Pacifica electric guitar, Congalita drums x2, Snare drum, African marimba, Rwandan bass drum, Assorted creative noisemakers, all cables and computer peripherals, Samsung SyncMaster 223BW monitor, all furniture, soldering iron, Ableton Live Suite 9, Max/MSP 7, Reaper, Audacity, Logic Pro X, iZotope Ozone 7 (for a full list of current facilities see: <http://thenoisefloor.co.uk/facilities/>)

The Proprietor does not guarantee that any particular piece of Equipment will be present, available or functioning at any given time. The Proprietor will make every effort to assist with genuine technical faults that are not the fault of the Member. The Proprietor will not be required to assist with any technical faults that are the cause of the Member, or non-technical or creative issues that the Member encounters such as routing or use of software. Online help and manuals are accessible for most Equipment.

The Member may not remove any Equipment or other contents from the Premises. The Member agrees to pay for any damage to Equipment, the structure of the Premises or any other contents caused by Member or Member's Guests or Clients; reasonable wear and tear excepted.

Reasonable wear and tear shall include minor, aesthetic marks or scratches caused by ordinary use. Reasonable wear and tear shall not include any other form of damage to or devaluation of Equipment, contents or structure of the Premises. The Member agrees to report to The Proprietor all damage, including reasonable wear and tear, immediately upon discovery.

The Member is permitted to use the communal WiFi (network: Collective\_1, password: 'collective1' and network: 'noisefloor wireless', password: 'noisefloor'), lounge, kitchen and toilet facilities provided by Music Base, unless informed otherwise.

**9. CONDITION OF PREMISES:** At the end of each Session the Member agrees to surrender and deliver to the Proprietor or the Proprietor's representative, the Premises and all Equipment and other items within the Premises in as good a condition as they were at the beginning of the Session, reasonable wear and tear excepted (as defined above).

The Member will be liable to the Proprietor for any other damage occurring to the Premises or its Contents that are caused by the Member or Member's Guests or Clients at the value dictated by the Proprietor which will be a fair assessment of the replacement or repair value of the Equipment, contents or structure.

**10. CLEANLINESS AND MAINTENANCE:** The Member agrees to maintain the Premises in the same clean, orderly and organized condition in which it is turned over to the Member. The Member agrees to pay for third-party cleaning costs in the event that the Premises are not sufficiently maintained by themselves. The Member agrees to follow the General Studio Rules as stated in Section 12.

**11. STORAGE AND MODIFICATION:** The Member shall be permitted to leave personal equipment within the Premises only upon prior arrangement with Proprietor. While the Premises are secure, any of the Member's equipment left unattended is done so solely at the Members risk.

The Member may not modify the Premises in any way without first obtaining permission from the Proprietor.

## **12. GENERAL STUDIO RULES**

In addition to the other terms laid out in this Agreement, the Member agrees to adhere to the following General Studio Rules:

- Liquids shall be kept away from all Equipment at all times
- Alcohol, smoking and illegal substances are expressly forbidden in the studio
- Antisocial, unprofessional or disruptive behaviour may result in expulsion from the premises and, in extreme cases, barring
- Both the internal and external studio doors must be kept closed when making noise so as not to disturb other building users
- The ventilation system should be used if the room is getting stuffy, smelly or too hot
- Everything must be switched off upon leaving

**13. SOLE AGREEMENT:** The parties hereby agree that this document contains the entire Agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by both parties. Any oral representations made at the time of executing this Agreement are not legally valid, and therefore are not binding upon either party.

**14. INDEMNITY:** If either the Member or any of their Guests or Clients commits any breach of any of the provisions of this Agreement, he or she shall indemnify and continue to be indemnified to the Proprietor against the same and against all proceeding costs, claims, demands or expenses in respect thereof.

**15. GOVERNING LAW:** This Agreement is made under the constitution of Scot's Law.

The Parties hereby bind themselves to this Agreement by their signatures below on this

\_\_\_\_\_th day of \_\_\_\_\_, \_\_\_\_\_.

**PROPRIETOR:**

\_\_\_\_\_

(print)

\_\_\_\_\_

(sign)

**MEMBER:**

\_\_\_\_\_

(print)

\_\_\_\_\_

(sign)