



MIXING & MASTERING SERVICES AGREEMENT

(First Song Free) — Gus Zins LLC

Parties. This Mixing & Mastering Services Agreement (“Agreement”) is between **Gus Zins LLC**, a Texas limited liability company (“Engineer”), and the undersigned artist/band or representative (“Artist”). Engineer and Artist are each a “Party” and together the “Parties.”

1) Services & Free First Song

- 1.1 **Scope (Free Track).** Engineer will provide mixing and mastering services for one (1) song at no charge (“Free Track”). Services include: session setup, balance, EQ, dynamics, FX, automation, and stereo master print.
- 1.2 **Deliverables.** Unless otherwise agreed in writing: **24-bit WAV** (44.1 or 48 kHz) and high-quality MP3; one instrumental and one clean/radio edit on request (if stems allow).
- 1.3 **Revisions (Free Track).** Up to **two (2)** rounds of reasonable revisions included. Additional revisions for the Free Track are **\$70/hour** (minimum 0.5 hr increments) with Artist’s approval before work proceeds.
- 1.4 **Turnaround.** Estimated delivery **5–10 business days** after complete files & notes are received; revisions typically **2–3 business days** each. Dates are good-faith estimates, not guarantees.

2) Files & Session Materials

- 2.1 **What Artist Provides.** Consolidated audio files/stems (clearly labeled, consistent start time, unprocessed unless processing is integral to the sound), tempo/key if known, reference mixes, and creative notes.
- 2.2 **Session Format.** Engineer works in Engineer’s DAW of choice. Transfer of full DAW project files is not included; if later requested, it can be provided if technically feasible at **\$70/hour** plus any third-party license limitations (plugins, etc.).
- 2.3 **Archiving.** Engineer will keep project assets for **90 days** after final delivery; after that, files may be deleted. Long-term storage is Artist’s responsibility.

3) Ownership, Rights & Credits

- 3.1 **Artist Keeps 100%.** Artist **retains all right, title, and interest** (including all copyrights and royalties) in and to the musical composition(s), sound recordings, and deliverables. Engineer **claims no ownership** in the song, mix, or master.
- 3.2 **License to Work on Files.** Artist grants Engineer a **limited, non-exclusive license** to use the supplied audio solely to perform the services and deliver files to Artist.
- 3.3 **Portfolio Use (Optional).** Check one: **Yes** / **No** — If “Yes,” Artist grants Engineer a non-exclusive right to use up to 30-second excerpts of the final master for Engineer’s private demo reel/website/social media with **Artist credit**. No other use is permitted.
- 3.4 **Credit.** Where credits are displayed, Artist will include: **“Mixed & Mastered by Gus Zins.”**

4) Additional Paid Work (After the Free Track)

- 4.1 **Rate.** Any services after the Free Track (additional songs, extra edits, stem/TV mixes, vocal tuning, time alignment, DAW transfers, etc.) are billed at **\$70/hour** (0.5 hr minimum).
- 4.2 **Estimates & Approval.** Engineer can provide a written estimate; work beyond estimate requires Artist’s written or email approval.
- 4.3 **Invoices & Payment.** Invoices due **Net 7 days** from issue (Texas sales tax if applicable). Late balances may accrue **1.5%/month** or the maximum allowed by Texas law, whichever is less. Deliverables may be withheld until payment is received.

5) Representations, Warranties & Indemnity

- 5.1 **Artist’s Rights.** Artist represents that it owns or controls all rights in the provided materials (or has permissions) and that Engineer’s work will not infringe any third-party rights.
- 5.2 **Indemnity.** Artist agrees to **defend, indemnify, and hold harmless** Engineer from third-party claims arising from materials supplied by Artist or instructions given by Artist.
- 5.3 **No Unlawful Content.** Artist will not supply illegal, defamatory, or infringing material.



6) Independent Contractor

Engineer is an **independent contractor**; nothing here creates employment, partnership, or joint venture. Artist is not responsible for Engineer's taxes, insurance, or benefits.

7) Facilities & Safety

If any work occurs at TRCoA or another facility, Artist agrees to comply with all **house rules**, scheduling procedures, and safety policies. Engineer may reschedule if facility access, equipment, or safety conditions prevent efficient work.

8) Limitation of Liability

To the maximum extent permitted by Texas law, Engineer's total liability for any claim under this Agreement is limited to the amounts **actually paid by Artist** to Engineer under this Agreement (for the Free Track, \$0). **No consequential or special damages.**

9) Termination

Either Party may terminate for material breach if not cured within **10 days** after written notice. Artist remains responsible for approved billable time through the termination date.

10) Miscellaneous

10.1 Governing Law & Venue. This Agreement is governed by the laws of the **State of Texas**. **Venue and exclusive jurisdiction** lie in state or federal courts located in **Travis County, Texas**.

10.2 Notices. Email is acceptable for routine communications and approvals; legal notices should also be sent to the mailing addresses below.

10.3 Assignment. Neither Party may assign this Agreement without the other's written consent, except Engineer may assign to a successor of substantially all its assets.

10.4 Entire Agreement; Amendments. This is the entire agreement and supersedes prior discussions. Any change must be **in writing** and signed (e-sign acceptable).

10.5 Severability / Waiver. If any provision is unenforceable, the remainder remains in effect. Failure to enforce is not a waiver.

10.6 Electronic Signatures. Signatures by electronic means are valid and binding.

Artist/Client

Legal Name: _____
Address: _____
Email: _____
Phone: _____
Signature: _____ Date: _____

Gus Zins LLC (Engineer)

Address: _____
Email: _____
Phone: _____
Signature: _____ Date: _____