

THE RECORDING CLUB

BY TINY ROOM STUDIOS

Membership Agreement and Terms & Conditions

Tiny Room Studios LLC d/b/a The Recording Club by Tiny Room Studios (the “Studio”), located at 1660 9th Street, Santa Monica, CA, operates as a members-only club within a recording studio facility. This Membership Agreement (the “Agreement”) outlines the terms and conditions of membership for all prospective members (the “Member”).

By signing up and becoming a Member of the Studio, you agree to the following terms and conditions:

1. Membership Application and Approval

- All prospective Members must submit an application to the Studio. Admission to the Studio is subject to approval by Studio management.
- Upon approval, the Member will be notified, and their membership will commence on the following calendar day.

2. Monthly Membership Fee

- Membership is subject to a monthly fee (the “Fee”), billed at the beginning of each calendar month. The Fee covers access to the Studio’s facilities, including recording studios, lounges, patios, and other member-exclusive areas. The Fee is subject to change upon 30 days’ notice to the Member.
- The second and last months’ fees will be prorated, depending on the date of admission.
- Members will also be charged for any incidental fees incurred, including booking fees, equipment rentals, or event fees (the “Incidentals”).

3. Payment Method

- The Member is required to maintain a valid credit card or ACH bank transfer authorization with the Studio for automatic payments.
- The monthly Fee will be automatically charged to the payment method on file at the beginning of each calendar month.
- Any incidental charges, including but not limited to booking fees, equipment rentals, or event fees, will be automatically charged to the payment method on file. Alternatively, such charges may be invoiced separately at the Studio’s discretion. If invoiced, incidental charges must be paid in full within thirty (30) calendar days from the invoice date.
- Failure to maintain an active payment method or to pay outstanding invoices may result in suspension or termination of membership.

4. Month-to-Month Membership

- Membership operates on a month-to-month basis. Members may cancel at any time with written notice submitted to the Studio by the 15th of the month for cancellation at the end of the current billing cycle.
- Cancellations received after the 15th of the month will take effect at the end of the following month.
- To protect the Studio's brand, culture, and the membership experience for all members, the Studio reserves the right to terminate any membership at its sole discretion, with or without cause. If a membership is terminated, the Studio will notify the member in writing and may refund a prorated portion of any prepaid membership dues, except in cases where the termination is due to a violation of the Code of Conduct or failure to pay dues. The Studio's decision to terminate a membership is final and not subject to appeal.

5. Membership Tiers and Benefits

- Membership at The Recording Club is available in three tiers, each offering unique benefits and credit levels to suit members' creative needs:
 - **Club Membership:** \$450/month, includes \$1,350 monthly studio credit.
 - **Gold Membership:** \$900/month, includes \$2,700 monthly studio credit.
 - **Platinum Membership:** \$1,800/month, includes \$5,400 monthly studio credit and 24-hour access to the facilities.
- Membership fees cover access to lounges, social spaces, and wellness areas during operating hours, as well as to most exclusive community events.
- Platinum members enjoy the added benefit of 24-hour access to Studio facilities (scheduled in advance) on regular operating days (i.e., not days when the Studio is closed for holidays, special events, etc..)
- Additional credit beyond the included studio credit can be purchased at a discounted rate. Members shall receive studio credits at a rate of two times the amount of their monetary expenditure. Specifically, for every one dollar (USD \$1) spent on the purchase of additional studio hours, the member will be awarded two dollars (USD \$2) in studio credits.
- Studio credits can roll over for up to three months but are limited to studio rental costs and cannot be applied to supplemental services, guest fees, or event rentals.
- Studio credit cannot be advanced or borrowed from a future month for use before that month begins.

6. Incidentals and Services

- **Session Engineers:** House engineers are available starting at \$30/hour and house A/V engineers for \$35/hour.
 - An engineer is required for use of Studio equipment unless a qualified external engineer is provided by the Member.
- **Session Participants:** Members may bring up to 6 participants to their studio sessions. Additional participants in the studio sessions require prior approval and incur a fee of \$10 per participant. Non-participants must purchase Guest Passes per the next section.

Members are responsible for paying these guest fees. The member is responsible for providing the names and contact information for all participants prior to the session.

- Members are responsible for ensuring that their studio participants adhere to all Studio rules and conduct guidelines.
- **Guest Passes:** Members can bring guests to the Studio for a \$25 daily fee, subject to the Studio's **Guest Policy**, which can be found in the **Code of Conduct** document.
 - Members are responsible for ensuring that their guests adhere to all Studio rules and conduct guidelines.
 - Members must remain onsite at the Studio at all times while their guests are present.
- **Special Events:** Certain special events hosted by the Studio may be offered to a limited number of members (first/come, first served), and an additional fee.
- **Food & Beverage:** Food and beverage items may be available for purchase through a Studio representative or via an honor system.
 - Members are responsible for paying for any food and beverage purchases they make.
 - Members are also accountable for ensuring their guests comply with this policy and settle any applicable charges.

7. Facility and Event Bookings

- Access to the Studio's facilities, including recording spaces and lounges, must be reserved in advance using the Studio's online booking system or through a Studio staff member.
- Members are encouraged to book facilities and RSVP for events well in advance, as availability is subject to demand.

8. Member-Hosted Events

Studio Rentals for Events

- **Eligibility:** Only current members are eligible to rent studio spaces for private events that are not studio sessions.
- **Use of Studio Credit and Guest Fees:** Studio credit may be used for event rentals, subject to availability, but only towards the studio rental itself. Studio credit cannot be used for guest fees for all non-members attending or incidentals such as equipment rentals or additional services.
- **Privacy Requirement:** All events must remain private and by invitation only. Publicly advertised events or gatherings are strictly prohibited.
- **Guest Responsibility:** Members are responsible for ensuring their guests comply with all Studio policies and the Code of Conduct.
- **Facility Use:** Rentals are limited to the reserved studio space, and members must respect the privacy and exclusivity of other areas. Any use of community areas, such as lounges, will be determined on a case-by-case basis, must be approved by Studio management in advance and may require additional fees.

- **Staffing and Setup:** Members must coordinate with the Studio for any required services, such as equipment rental, additional staffing, or setup assistance, in compliance with Studio guidelines and fees.
- **Food and Beverage:** Members are responsible for providing their own refreshments and for covering all associated costs, including catering or bartending services. Members must book and coordinate these services to align with Studio policies.

Exclusive Use of The Recording Club Facilities

- **Eligibility:** Only current members are eligible to rent the Studio facility for a private event. Studio credit cannot be used to pay for event rental fees when booking.
- **Guests:** The base rental fee includes up to 60 guests. Additional fees may apply for larger events or extended use of facilities. Members are responsible for ensuring their guests comply with all Studio policies and the Code of Conduct.
- **Privacy Requirement:** All member-hosted events must remain private and invitation-only. Publicly advertised events are strictly prohibited.
- **Food and Beverage:** Members are responsible for providing their own food and beverages and for covering all associated costs, including any required catering, bartending, or other staffing services. Members are also responsible for booking and coordinating these services to ensure they meet Studio guidelines. Specifically, as the Studio does not yet have a liquor license, service of alcoholic beverages must be done in accordance with the Studio's policy and applicable law.
- **Staffing and Setup:** Members are responsible for coordinating event staffing and setup in compliance with Studio policies. Additional fees may apply for Studio-provided staff or equipment.
- **Facility Use:** Event rentals grant exclusive access to specific areas of the Studio. Other areas of the Studio may be unavailable during the rental period, depending on operational needs. Members are expected to respect these limitations and ensure their guests adhere to all Studio rules while onsite.

9. Code of Conduct

- Members are expected to uphold the Studio's standards of behavior, outlined in the **Code of Conduct** document.
- Violations of the Code of Conduct may result in disciplinary action, including suspension or termination of membership.

10. Publicity Waiver and Release

- **Consent to Photography, Recording, and Use of Likeness**
 - Member hereby consent to the Studio and its authorized representatives (collectively, the "Released Parties") capturing your image, likeness, voice, actions, and any other personal characteristics via photography, video, audio recording, or any other media (collectively, the "Recordings") while you are on the Studio premises or attending any Studio events, whether on-site or off-site.

This consent does not extend to private studio recording sessions unless otherwise agreed upon.

- **Grant of Rights**

- Member irrevocably grants to the Released Parties the absolute, perpetual, worldwide, and unrestricted right to use, reproduce, distribute, broadcast, display, modify, edit, and otherwise exploit the Recordings, including your image, voice, and likeness, in any and all media, formats, or platforms, whether now known or hereafter developed, for any purpose whatsoever, including but not limited to, promotional, marketing, commercial, or entertainment purposes, without compensation, notification, or additional consent from you.

- **Waiver of Rights**

- Member waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the Recordings and their use by the Released Parties. You acknowledge that you have no ownership rights or interest in any media or content created by the Studio and agree not to make any claims against the Released Parties relating to the use of the Recordings.

- **Release of Liability**

- You hereby release, discharge, and hold harmless the Released Parties from any and all claims, demands, causes of action, liabilities, and damages arising out of or in connection with the Recordings or their use, including but not limited to claims of defamation, invasion of privacy, misappropriation of likeness, and infringement of any personal rights.

- **No Obligation to Use**

- You understand and agree that the Released Parties are under no obligation to make use of any Recordings or to include you in any media, marketing, or promotional materials.

- **Governing Law**

- This Publicity Waiver and Release shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. Any disputes arising from or related to this agreement shall be brought in the courts of Los Angeles County, California.

11. Membership Acknowledgment and Agreement

- By completing the membership sign-up process, the Member acknowledges and agrees to be bound by the terms of this Agreement, the Guest Policy, and the Code of Conduct.

- The Member further agrees to any additional terms communicated by the Studio during the course of the membership, including updates to this Agreement.

12. Amendments

- The Studio reserves the right to modify or amend these terms and conditions at any time. Members will be notified of any changes via email or through the Studio's website. Continued use of the Studio's facilities following any changes constitutes acceptance of the updated terms.

13. Limitation of Liability

- The Studio, its owners, employees, and agents shall not be liable for any injuries, damages, or losses incurred by the Member while using the Studio's facilities, including any equipment, whether provided by the Studio or brought by the Member.
- Members participate in all activities at their own risk.
- All Members are required to sign the Studio's Waiver and Release relating to the use of the wellness equipment and areas and the use of the personal trainers affiliated with the Studio.

14. Outside Rentals and Facility Availability

- The Member acknowledges that the Studio's business model relies on rentals of its facilities to outside parties. As a result, certain areas of the Studio, including specific rooms or, on occasion, the entire Studio, may be reserved for outside bookings.
- The Studio will make every reasonable effort to prioritize members' needs and provide access to alternative facilities whenever possible. However, there may be times when availability is limited due to external bookings.
- The Member agrees to be understanding of such periods of limited availability and to coordinate bookings accordingly.

15. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Acknowledgment of Terms

By checking the acknowledgment box provided, you confirm that you have read and fully understand the terms and conditions set forth in this document. This acknowledgment serves as your acceptance of all stated terms and conditions, with the same legal effect as a handwritten signature.