# **Sound Stylist Terms and Conditions**

These Terms and Conditions ("Terms") govern the relationship between Sound Stylist ("Company") and its clients ("Client(s)") for music curation, playlist creation, and scheduling services. By engaging with Sound Stylist, you agree to comply with and be bound by these Terms.

#### 1. Services Provided

- 1.1 Sound Stylist offers services to create, curate, and schedule music playlists tailored to properties, personal homes, or brands.
- 1.2 Services may include, but are not limited to:
  - Development of custom playlists.
  - Ongoing music scheduling.
  - Integration with third-party platforms (e.g., Spotify).
  - Obtaining necessary music usage licenses for public or private performance.
    1.3 Any additional services requested by the Client will require a separate agreement or an amendment to these Terms.

## 2. Fees and Payment

- 2.1 Fees for services are outlined in the individual service agreement between Sound Stylist and the Client.
- 2.2 Fees include all licensing costs required for music usage in public or private spaces, unless otherwise specified.
- 2.3 Payment is due within [X] days of invoice issuance unless otherwise agreed in writing.
- 2.4 Late payments may incur a late fee of [X]% per month.
- 2.5 All fees are non-refundable unless specified otherwise.

# 3. Music Licensing

- 3.1 Sound Stylist will secure and maintain all necessary licenses for music usage, including but not limited to performance rights organization (PRO) licenses such as ASCAP, BMI, and SESAC.
- 3.2 Clients are responsible for providing accurate information about the intended use of music (e.g., space type, capacity, event details) to ensure proper licensing coverage.
- 3.3 Sound Stylist is not responsible for any liabilities arising from false or incomplete information provided by the Client.

### 4. Intellectual Property

- 4.1 All playlists and curated music arrangements created by Sound Stylist remain the intellectual property of Sound Stylist.
- 4.2 Clients are granted a non-exclusive, non-transferable license to use the playlists and schedules for the agreed purposes.
- 4.3 Any unauthorized reproduction, distribution, or modification of the playlists is strictly prohibited.

### 5. Client Responsibilities

- 5.1 Clients must provide accurate and up-to-date information about their preferences, spaces, or brand needs.
- 5.2 Clients must notify Sound Stylist in advance if any music usage falls outside standard licensing agreements (e.g., international distribution, special events).

### 6. Confidentiality

- 6.1 Both parties agree to keep confidential any proprietary or sensitive information shared during the engagement.
- 6.2 This confidentiality obligation extends beyond the termination of services.

# 7. Liability and Indemnification

- 7.1 Sound Stylist will ensure compliance with music licensing laws and holds Clients harmless from any claims related to unlicensed music usage, provided all necessary information was disclosed by the Client.
- 7.2 Sound Stylist is not liable for any disruptions or damages caused by third-party services or technology platforms (e.g., streaming services).
- 7.3 Clients agree to indemnify and hold harmless Sound Stylist against any claims, damages, or losses arising from misuse of the playlists or failure to disclose relevant usage information.

#### 8. Termination

- 8.1 Either party may terminate the agreement with [30] days' written notice.
- 8.2 Sound Stylist reserves the right to terminate services immediately if the Client breaches these Terms.
- 8.3 Upon termination, the Client's license to use any playlists or content provided by Sound Stylist will be revoked unless otherwise agreed.

### 9. Force Majeure

Sound Stylist will not be held responsible for any delay or failure to perform services due to causes beyond its reasonable control, including natural disasters, internet outages, or government actions.

### 10. Governing Law and Dispute Resolution

- 10.1 These Terms are governed by the laws of the State of [Insert State], without regard to its conflict of laws principles.
- 10.2 Any disputes arising from these Terms will be resolved through [arbitration/mediation/courts] in [Insert City, State].

### 11. Amendments and Entire Agreement

- 11.1 Sound Stylist reserves the right to update or modify these Terms at any time with notice to Clients.
- 11.2 These Terms constitute the entire agreement between Sound Stylist and the Client, superseding any prior agreements.

#### 12. Contact Information

For any questions or concerns, please contact Sound Stylist at:

Email: info@soundstylist.us