jl audio

Service agreement

This Service Agreement ("Agreement") is entered into between the service provider and the client identified below, and sets out the binding terms under which jl audio ("the Engineer," "we," or "us") will provide music production, mixing, and/or mastering services to the client named below ("Client," "you"). This Agreement should be read alongside any project-specific intake form, creative brief, or file delivery spec sheet already agreed with the Client — those documents describe the creative and technical details of the project; this Agreement governs the commercial and legal terms.

01

Parties & effective date

Service provider	jl audio
ABN	26 153 982 362
Contact email	hello@jacoblewis.com
Client name	_____ *Client full legal name / business name*
Client address	_____ *Client address*
Client email	_____ *Client email*
Project name	_____ *Project / song / release title*
Effective date	_____ *Date this Agreement is signed by both parties*

By signing below, both parties agree this Agreement takes effect on the Effective Date and governs the project described above.

02

Term

This Agreement begins on the Effective Date and continues until the earlier of: (a) completion and final delivery of all Deliverables and payment in full; (b) termination by either party under Section 8 (Cancellation & Refund Policy); or (c) mutual written agreement to end the engagement. Clauses that by their nature are intended to survive completion or termination — including Confidentiality (Section 9), Ownership & Licensing (Section 7), Limitation of Liability (Section 11), and Dispute Resolution & Governing Law (Section 12) — remain in effect after this Agreement ends.

03

Scope of work

This Agreement covers the following service(s) for the Project named above (check all that apply to this engagement):

- ☐ Production
- ☐ Mixing
- ☐ Mastering
- ☐ Stem mastering

Only the service(s) checked above, and the deliverables described in the corresponding subsection(s), are included in the fee set out in Section 4. Any work outside the checked scope — including additional songs, alternate versions, stems beyond what's listed, or services not checked above — is out of scope and requires a separate agreement, quote, or signed change order before work begins.

3.1 Production

If checked, jl audio will provide music production services for the Project, defined as:

_____

e.g. songwriting collaboration, arrangement, instrumentation/programming, recording session direction, comping, editing

Included in this scope:

- _____ track(s) *(number of tracks/songs)*

_____

- *Specific production deliverables — e.g. finished session file, rough bounce, stems for mix*

_____

- *Any sessions, musicians, or studio time included*

Not included unless separately agreed: re-writes after the arrangement is approved, additional songs beyond the number listed above, outside musician/session fees not itemized above.

3.2 Mixing

If checked, jl audio will mix the Client-supplied stems/session for _____ track(s) *(number of tracks/songs)*, in accordance with any reference tracks and notes supplied via the Mix & Master Intake Form and/or File Delivery Spec Sheet.

Included in this scope:

- Mix of _____ track(s) *(number)* from Client-supplied stems meeting the File Delivery Spec Sheet requirements
- Deliverables:

  _____

  e.g. mixed master WAV, instrumental, vocal up/down, acapella — list what's included
- Revisions as set out in Section 5 (Revision Policy)

Not included unless separately agreed: re-mixing following a change to the arrangement or new stems, additional deliverable formats beyond those listed, mixing from files that do not meet the agreed file delivery spec (see Section 3.5).

3.3 Mastering

If checked, jl audio will master the Client-supplied stereo mix for _____ track(s) *(number of tracks/songs)*.

Included in this scope:

- Master of _____ track(s) *(number)* from a Client-supplied final stereo mix
- Deliverables:

  _____

  e.g. streaming master, WAV/AIFF at specified sample rate, DDP if applicable
- Revisions as set out in Section 5 (Revision Policy)

Not included unless separately agreed: re-mastering following changes to the underlying mix, stem mastering (see 3.4 below if separately checked), additional format deliverables beyond those listed.

3.4 Stem mastering

If checked, jl audio will master the Client-supplied stem groups (e.g. vocals/drums/instruments) for _____ track(s) *(number of tracks/songs)*, instead of a single stereo mixdown. This is a distinct, higher-scope service from standard Mastering (Section 3.3) — priced separately per the current rate card — since it involves per-group processing and takes meaningfully more time.

Included in this scope:

- Stem master of _____ track(s) *(number)* from Client-supplied stem groups meeting the File Delivery Spec Sheet requirements
- Deliverables:

  _____

  e.g. streaming master, WAV/AIFF at specified sample rate
- Revisions as set out in Section 5 (Revision Policy)

Not included unless separately agreed: re-mastering following changes to the underlying stems, additional format deliverables beyond those listed, mastering from stems that do not meet the agreed file delivery spec (see Section 3.5).

3.5 File requirements

All Client-supplied files must meet the standards set out in the jl audio File Delivery Spec Sheet. jl audio reserves the right to charge additional fees (per Section 4) for delays or rework caused by incomplete, mislabeled, or otherwise non-compliant files.

04

Payment terms

Total project fee	_____ *$ amount or "per attached quote/invoice"*
Deposit required	`50% of total fee, due before work begins`
Deposit due date	**`On signing this Agreement`**
Balance due	**`Remainder due before release of final files`**
Accepted payment methods	`Bank transfer (details provided on invoice)`
Late fee policy	`5% of the outstanding balance, charged per week the payment remains overdue`

Work will not begin (or, for revisions, will not continue) until the deposit specified above is received. Final Deliverables (masters, mixes, and/or stems) will not be released to the Client until the balance is paid in full. Invoices will be issued in accordance with the jl audio Invoice Template, itemized by service type.

If full payment is not received within **14 days** of the due date, jl audio reserves the right to pause work, apply the late fee above, and/or treat the engagement as cancelled by the Client under Section 8.

05

Revision policy

Unlimited revision rounds are included at this time, covering reasonable adjustments within the original scope and creative direction agreed at the start of the project (e.g. level balances, EQ/effect tweaks, references supplied up front). This is a temporary introductory policy while jl audio builds up its portfolio and client testimonials, and may be revised for future projects with notice.

- A "round" of revisions means one consolidated set of notes per track, delivered by the Client in a single round (not a rolling stream of individual requests).
- As revision rounds are currently unlimited, no additional per-round fee applies at this time.
- Requests that materially change the brief (e.g. new reference direction, re-arrangement, re-recording) are treated as new scope under Section 3 and require a separate quote or change order, not a revision round.
- Revision requests should be consolidated and specific (timestamped notes preferred) to keep turnaround on schedule.

06

Turnaround time

Delivery timelines for the service(s) checked in Section 3 are agreed with the Client for each project, subject to the following:

- Turnaround begins once all required files, references, and notes have been received in full — not from initial contact or deposit payment.
- Revision turnaround (per round, under Section 5) is agreed with the Client and runs from receipt of consolidated notes.
- Rush turnaround is available on request, subject to a rush fee quoted per job and agreed with the Client in writing before work begins.
- Turnaround times are estimates given in good faith and may be affected by factors outside jl audio's control (e.g. incomplete files requiring rework, delayed Client feedback, force majeure events). jl audio will communicate promptly if a delay is expected.

07

Ownership & licensing

- **Underlying composition & sound recording:** Except as expressly stated otherwise, the Client owns the underlying musical composition and the final sound recording (masters, mixes, and/or stems) delivered as part of the Deliverables for the Project, effective on receipt of payment in full.
- **jl audio's rights:** jl audio retains no ownership claim over the final Deliverables once paid in full, but retains the right to keep working copies/session files for its own records and quality assurance, and to use the finished work (with the Client's permission) for portfolio, demo reel, and promotional purposes, including on the jl audio website and socials, unless the Client requests otherwise in writing.
- **Stems & session files:** Stems and/or DAW session files are only included as Deliverables if explicitly listed under Section 3. Provision of stems/session files after project completion, if not originally included, may incur an additional fee.
- **Usage rights granted to Client:** The Client is granted full rights to use, release, distribute, and monetize the final Deliverables for the Project, subject to payment in full and to any third-party rights (e.g. sample clearances, outside musician agreements) that remain the Client's responsibility unless otherwise agreed in writing.
- **Pre-existing IP:** Each party retains ownership of any pre-existing intellectual property (e.g. jl audio's proprietary presets, templates, sound design tools, or processing chains) used in the course of the Project. Supplying a finished recording does not transfer ownership of the tools used to create it.
- **Credit:**

Optional — specify any agreed producer/mixer/mastering engineer credit requirements, e.g. "jl audio requests credit as Producer/Mixer/Mastering Engineer on release materials where credits are listed."

- **Third-party material supplied by Client:** The Client warrants that it owns, or holds all necessary rights, licenses, and clearances for, any samples, loops, stems, or other third-party material supplied to jl audio for use in the Project. The Client agrees to indemnify jl audio against any claims, losses, damages, or costs arising from a breach of this warranty.

08

Cancellation & refund policy

- **Client-initiated cancellation before work begins:** If the Client cancels before jl audio has started work, the deposit is **non-refundable**.
- **Client-initiated cancellation after work begins:** The deposit is non-refundable once work has begun, as it secures the booked time and covers work already in progress. Any additional fees already paid for completed milestones are non-refundable; fees for unstarted work are refunded on a pro-rata basis at jl audio's discretion.
- **Kill fee:** Cancellation by the Client after work has begun incurs a kill fee of 50% of the total project fee (inclusive of any deposit paid), reflecting the time and capacity already committed to the Project. This kill fee sits alongside, and does not replace, the non-refundable-deposit terms above.
- **jl audio-initiated cancellation:** If jl audio is unable to complete the Project for any reason, the Client will be refunded for any paid fees corresponding to work not yet delivered.
- **Non-payment:** If the Client fails to pay the balance due under Section 4 within **14 days** of the due date, jl audio may treat the Agreement as cancelled by the Client, withhold final Deliverables, and retain the deposit and any fees paid to date.
- **Non-responsive clients:** If the Client does not respond to requests for feedback, files, or payment for **14 days**, jl audio may treat the Project as paused or cancelled and this Section applies.

09

Confidentiality

The Client's unreleased music, including but not limited to demos, stems, session files, reference materials, lyrics, artwork, release dates, and any other project information shared with jl audio, is treated as confidential. jl audio agrees not to share, publish, play publicly, or otherwise disclose any unreleased Client material to any third party without the Client's prior written consent, except:

- as needed to perform the services under this Agreement (e.g. sharing with a collaborating engineer, with the Client's knowledge);
- material jl audio is permitted to use for portfolio/promotional purposes under Section 7, once the Client has given permission (typically after release); or
- where disclosure is required by law.

This confidentiality obligation survives the end of this Agreement.

10

Independent contractor status

jl audio is an independent contractor, not an employee, partner, agent, or joint venturer of the Client. Nothing in this Agreement creates an employment, partnership, or agency relationship between the parties. jl audio is responsible for its own taxes, insurance, and business expenses in connection with the services provided, and retains full control over the manner and means by which the services are performed, subject to the Deliverables and terms agreed in this Agreement.

11

Limitation of liability

To the maximum extent permitted by law:

- jl audio's total liability arising out of or relating to this Agreement, whether in contract, tort, or otherwise, is limited to the total fees actually paid by the Client under this Agreement.
- jl audio is not liable for any indirect, incidental, special, or consequential damages, including loss of profits, revenue, opportunity, or data, arising from or related to the services provided.
- jl audio is not responsible for the Client's failure to back up their own files, for third-party platform issues (e.g. streaming/distribution service errors), or for delays caused by the Client's failure to supply files, feedback, or payment in a timely manner.
- Nothing in this Agreement excludes or limits liability that cannot lawfully be excluded or limited (for example, under applicable Australian Consumer Law, where it applies).

12

Dispute resolution & governing law

If a dispute arises under this Agreement, both parties agree to first attempt to resolve it in good faith through direct discussion, and if unresolved, through informal mediation before pursuing formal legal action.

This Agreement is governed by the laws of Western Australia, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of that state.

13

General provisions

- **Entire agreement:** This Agreement, together with any attached or referenced intake form, brief, file delivery spec sheet, and invoice, constitutes the entire agreement between the parties for the Project and supersedes any prior discussions or agreements on the same subject matter.
- **Amendment:** This Agreement may only be amended in writing, signed (including by email confirmation) by both parties. Scope changes are handled via a signed change order as described in Section 3.
- **Severability:** If any provision of this Agreement is found unenforceable, the remaining provisions continue in full force.
- **Notices:** Notices under this Agreement may be given by email to the addresses listed in Section 1.
- **Force majeure:** Neither party is liable for delays caused by events beyond their reasonable control (e.g. illness, natural disaster, equipment failure, power/internet outages).

14

Signatures

By signing below, both parties agree to be bound by the terms of this Agreement.

jl audio	Client
SIGNATURE	SIGNATURE
NAME Jacob Lewis	NAME *Client name*
DATE	DATE

Questions about this agreement? Contact hello@jacoblewis.com .