

MONOM

RESIDENCIES & CO-PRODUCTION PROGRAM - TERMS & CONDITIONS

1) Scope of Services

- a) The Studio shall provide Technical & Creative services to The Artist as part of the MONOM Co-Production format.

2) Investment

- a) The Artist shall contribute 100 EUR per hour as their part of the investment. This amount reflects a reduction from the standard cost, acknowledging the collaborative nature of the project and the shared investment of both parties.
- a) The standard rate for studio time is estimated at 200 EUR per hour. However, in recognition of the collaborative nature of this residency and in support of The Artist's work, The Studio offers a reduced rate of 100 EUR per hour to The Artist.
- b) To incentivize the presentation of The Work, The Studio retains the rights to the first three playbacks of the work produced during the residency without any additional licensing fees. Starting from the fourth playback, standard licensing fees will apply as per the terms outlined in the Licensing section of this Agreement.
- c) 50% of the payment shall be made upon signing of this Agreement and the remaining balance shall be paid a week before the starting date of the residency. Any charges incurred through the use of Wise and PayPal, currently at 1.5%, shall be borne by The Artist.

3) The Studio's Obligations

- a) The Studio shall provide the following services as part of the residency:
 - i) Introduction to the 4DSOUND system.
 - ii) 1 software license active 3 months before, during the residency and 3 months after.
 - iii) Spatial Sound technical assistance during the development time.
 - iv) Binaural recording for The Artist's use, subject to point 8.c, 8.d. The Studio uses a FB360 ambisonics decoder, to decode the 48.9 channel mix to headphones. For any further mixing standard rates apply.
 - v) Water, coffee, and tea during the residency.
 - vi) 1-hour private listening session at the end of the residency for friends and family for a max capacity of 30 people.

4) The Artist's Obligations

- a) The Artist shall:
 - i) Fill in the Discovery Form provided by The Studio prior to the commencement of the Residency. This form, designed to collect necessary information regarding their project and technical requirements, will facilitate a seamless collaborative process and efficient utilization of residency time. Failure to fill in the Discovery Form could result in delays and is not a responsibility that The Studio bears.
 - ii) Allow for a short interview during the residency to be used for promotional purposes and archive - interview will take place outside of residency hours and won't interfere with the creative process. The interview won't be published without Artist approval.

5) Private Listening Session:

- a) The Studio commits for a pure listening session, if additional requirements are needed The artist must consult with The Studio and The Studios has the right to accept or decline. The studio will provide only the following:
 - i) Spatial Sound engineer
 - ii) Spatial Sound Studio (1 hour)
 - iii) Water, tea and coffee

6) Considerations

- a) If additional equipment is needed, The Artist will be responsible for renting and transporting it.
- b) If the Artist requires the Studio to handle the installation of additional equipment, such as lights, screens, or any material beyond the tech rider. The Studio will charge for these services on top.
- c) The Artist shall be in charge of coordinating and hiring any necessary experts, such as technicians

MONOM

or specialists, for their project's needs. The Artist understands that The Studio may provide recommendations or guidance if requested, but ultimately, the responsibility lies with the Artist to secure the appropriate expertise.

7) Intellectual Property

- a) The Artist acknowledges and agrees the spatial sound multichannel work, shall be considered a co-production. The parties agree that such works shall be co-owned by both parties, with each party having an undivided interest in the entire work as per licensing agreement outlined below.
- b) Notwithstanding the co-ownership of the work, The Artist grants The Studio the exclusive right to exploit the multichannel version of the work for the purposes of exhibition and distribution through The Studio's platforms. The Studio commits to honor the nature of the artwork created in collaboration and actively seek opportunities for licensing of the spatial sound multichannel work.
- c) The Artist and Studio share 50% / 50% in the rights to any audio reproduction from headphones to multichannel audio setups that uses the original session developed in the residency and/or that uses 4DSOUND in the production chain.
- d) The 'music IP will be owned by The Artist as per German copyright law
- e) Both parties commit to credit The Work in the following way every time the sound work is exhibited: (Title of work) by (name of artist or collective) spatialized in 4DSOUND with (name of spatial sound engineer) produced at MONOM, year.

8) Licensing and exhibition

- a) Upon acceptance of this agreement, The Artist grants The Studio the exclusive right to represent the multichannel version of the work created during the residency. Any use of the multichannel version must be arranged through The Studio.
- b) The Artist agrees to enter the work into The Studio's archive and distribution platform. Starting from the fourth playback, The Studio will pay The Artist licensing fees equivalent to 10% of the net of the tickets every time the work is played, or a buyout of 10% of the 70% of the capacity of the partner venue.
- c) The Studio commits to consult with The Artist before agreeing to any playback.
- d) The Studio will actively seek additional licensing opportunities for the spatial sound multichannel work.
- e) The Studio is permitted to use the work for educational purposes, such as workshops and lectures, for demos, and for self-promotion across all media, provided that The Artist is properly credited each time the work is exhibited.

9) Studio Usage

- a) The Artist acknowledges that the Studio may be in use for other projects outside of the times specified within this agreement.
- b) The Artist agrees to respect and abide by all rules and regulations established by the Studio for its use. Non-compliance with these rules may result in immediate termination of the Artist's residency, notwithstanding, the Artist will be liable for the full payment as stipulated in this agreement (**read studio guidelines**)

10) Contingency plans for interruptions

- a) The Studio acknowledges that during the course of the residency, there may be unforeseen interruptions or technical difficulties that could disrupt the Artist's work. These interruptions may include, but are not limited to, noises from the Funkhaus or unforeseen technical issues with the spatial sound system.
- b) In the event of such interruptions, The Studio commits to providing the Artist with additional hours at no extra cost, to compensate for the time lost. If additional hours cannot be scheduled, or if the Artist prefers, The Studio will offer a proportional discount for the time lost due to such interruptions. The specific details of the compensation (additional hours or discount) will be determined on a case-by-case basis and will require agreement from both parties.

11) Term and Termination

- a) Either party may terminate this Agreement for cause by giving written notice to the other party if that party breaches any material term or condition of this Agreement.
- b) If The Artist is canceling due to illness or force majeure, this must be justified with letters from medical professionals and The Studio and the Artist will work together to reschedule the residency

MONOM

- having a grace period of 6 months after the first date.
- c) In the event that the residency is canceled due to force majeure up to 1 month before the scheduled start date, The Studio shall retain 50% of the fee paid by The Artist. If the cancellation occurs up to 1 week prior to the scheduled start date, The Studio shall retain 100% of the fee paid by The Artist.
 - d) In the event The Studio cancels residency, The Studio shall return all funds paid by The Artist

STUDIO GUIDELINES

- **Respect and Inclusion:** The Studio is dedicated to maintaining a respectful, professional, and inclusive environment at all times. We have a zero-tolerance policy for racism, sexism, or any form of discrimination or harassment. All individuals within the studio are expected to treat one another with respect and dignity
- **Punctuality:** Be on time for your session. If you're running late, communicate that as soon as possible. If you need to reschedule, do it 72 hours in advance, otherwise hours will be marked as done.
- **MONOM Lounge:** The Monom lounge is property of Funkhaus and is used as a showroom, therefore artists can't use this area to hang out our work without permission. This area must remain pristine.
- **Safety:** Prioritize safety. Always operate equipment correctly and safely. If you're unsure about how to use something, ask for help.
- **Cleanliness:** Keep the studio clean and organized. This includes cleaning up after yourself, disposing of trash appropriately, and putting equipment back where it belongs. Leave the studio just as you found it. If there is the need to leave gear plugged in, consult with the spatial sound engineer if possible.
- **Noise Levels:** Be mindful of noise levels. Avoid using the speakers at high volumes to prevent damage.
- **Equipment Use:** Handle all studio equipment with care. Don't use equipment you are not trained on or authorized to use. Always ask the spatial sound engineer to perform a speaker test at the end of each session to ensure the equipment is in good working order.
- **Food and Drink:** No food or drinks near the equipment or in the recording areas.
- **Smoke-Free:** The studio is a smoke-free environment. No smoking is allowed inside the studio.
- **Studio Bookings:** Don't overstay your welcome if another person or group has booked after you.
- **Security:** Never leave the studio unattended and always lock all doors when leaving.
- **Guests:** Visitors or guests are not allowed in the studio without prior approval.
- **Report Problems:** If equipment is malfunctioning or there are issues with the studio, report them immediately to the appropriate person.
- **Intellectual Property:** Respect the intellectual property rights of others. Do not use copyrighted materials without permission.

MONOM Studio Technical Rider

[Monom Studio Specs](#)

Speakers

- 48 x Bloomline Omniwave Pro V1
- 9 x Eminence LAB15 Custom Subwoofer

MOPOM

Audio Hardware

- 6 x Yamaha IPA 8200
- 5 x Yamaha XP7000
- 2 x RME M-32 DA
- Yamaha DME64N
- Focusrite Rednet D64R
- Soundcraft Si Expression 2
- 32-channel Mixer
- MAD1 capable

Software

- 4DSOUND v2.0 RC2 Beta Suite
- 4D.Engine v2.0 RC2
- 4D Max 4 Live v2.0 RC2
- Ableton Live 11 Full Suite
- Max 4 Live 8
- Dante Virtual Soundcard
- Dante Controller

Instruments and Microphones

- 2 x Shure SM58
- 2 x Oktava Mk-012-01
- Perzina Schwerin 1/m Piano

Other Gear

- 25 Subpac M1s with receivers
- Axis Neuron Pro Motion Capture 32 sensors
- Mi.Mu Motion Sensor Gloves