



Sound Control Room, Inc.

12535 Kling Street

Studio City, CA 91604

phone: 818-788-1238

fax: 818-788-1442

[soundcontrolroom.com](http://soundcontrolroom.com)

# PRE-CONSULTATION AGREEMENT READ CAREFULLY BEFORE SIGNING

Client name & address of consultation:

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** (    ) \_\_\_\_\_

**Cell:** (    ) \_\_\_\_\_

**Fax:** (    ) \_\_\_\_\_

**Email:** \_\_\_\_\_

## SERVICES PROVIDED

Steven Klein's Sound Control Room, Inc., (herein referred to as the COMPANY) and above listed client agrees to have the COMPANY provide acoustic design consultation services.

The specific purpose of this consultation is: (check all that apply)

- Evaluation of acoustic space, outline treatment based on client's budget.
- Evaluation of client plans.
- Feasibility of new or remodel construction.
- Evaluation and/or recommendations concerning sound leakage, privacy.
- Estimate to perform contract work from existing plans by client designers.
- Provide letter of recommendations.
- OTHER (specify)

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## FEE SCHEDULE

The minimum charge is \$500.00 which includes review of plans and documentation. Additional consultation services are billed at an hourly rate of \$250 in fifteen minute increments. Additional tasks will be approved by client and an estimate of the time and cost will be provided.

Initials\_\_\_\_\_

**PAYMENT SCHEDULE**

The initial fee of \$500 must be paid in full prior to start of the consultation. Payments for additional consultation services will be invoiced and are due upon receipt.

**PAYMENT METHOD**

Cash, check, Visa, MasterCard, American Express, Discover.

**LIMITATIONS - These conditions limit the COMPANY liabilities.**

Read and initial.

**Visible Conditions:** Onsite evaluations are limited to visible and apparent conditions at the time of the consultation. Substantial deficiencies may exist and not be detected because of the limited nature of the consultation. In the event consultant travels to job location; the consultant does not perform any invasive procedures and is not required to enter any area that is not easily accessible.

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**Structural Engineering:** The COMPANY is not a licensed structural engineering firm. There may be conditions or situations that require state licensed engineers to evaluate including any change or addition to the structural components. The COMPANY makes no claims as to the structural integrity of existing conditions, or the ability of the structure to hold loads created by the COMPANY'S recommendations for acoustic construction and treatments. Any comments by the COMPANY regarding structural engineering are made only as suggestions or observation and will require confirmation by licensed engineers.

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**Building Codes:** It is the responsibility of CLIENT to verify and follow building codes. The COMPANY is not responsible for building code violations of existing construction or building code compliance of the COMPANY recommendations.

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**Permits:** The COMPANY will be responsible for obtaining permits of new or proposed construction only when COMPANY is specifically hired to do so. In any event, the COMPANY makes no claims and accepts NO liability as to past, present, or future permits.

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**Soundproofing:** Can be very difficult to achieve and is limited by conditions that are not in control of the COMPANY. Any claims of attenuation of sound levels are only a guideline and cannot be definitively measured. Therefore, the COMPANY makes no guarantee whether written or implied as to the soundproofing, privacy, or isolation of materials, suggestions, or recommendations made by COMPANY.

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**Plans and diagrams** are not included in the initial consultation. Any plans or diagrams requested or furnished to CLIENT will be charged at the design rate of \$250 per hour plus related costs i.e., printing, shipping, long distance phone.

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**Testing and Acoustic Measurements:** Are not part of this agreement. The COMPANY does offer complete acoustical testing and computer analysis as an optional service.

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**General Conditions:** Hazardous materials, waterproofing, exterior elements such as roofs and gutters, drainage, plumbing, electrical, sprinkler systems, evidence of pests, are beyond the scope and expertise of the COMPANY and are not part of the consultation. Nor is it an evaluation for past, present or future, business, commercial or industrial use.

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**Limitation on Damages:** The purpose of this provision is to limit the amount of money damages that the CLIENT may claim and recover from the COMPANY. The maximum amount of money that CLIENT may claim and recover is limited to the lesser of two times the fee paid by CLIENT or \$2,000.00. This limitation applies to every type of claim or cause of action arising out of or in any way relating to this Agreement, the consultation or suggestions, including but not limited to breach of contract, negligence, or violations of any Unfair Trade Practices Act

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**NOTICE TO OWNER(S):** In the event that the CLIENT is not the legal owner of the business or property involved with this Agreement, the CLIENT bears complete and total responsibility for obtaining permission from owner(s) to enter into this Agreement. Additionally, the CLIENT assumes all liabilities, either stated in this Agreement or unknown at this time for any service or product the COMPANY may provide and shall be responsible to owner(s) and/or the COMPANY for any claims or damages the owner may seek to obtain from the COMPANY.

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**Client's Follow-up:** A representative of the COMPANY will be available to answer questions regarding the consultation report. The COMPANY reserves the right to determine what is reasonable quantity of response time. In the event that additional time is required whether on site, in our office, or by phone there will be additional charges at the rate of \$250 per hour in half hour increments to be paid in advance or when invoiced.

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**Acceptance and understanding of this agreement are hereby acknowledged:**

CLIENT, by signing below, also acknowledges receipt of a copy of the agreement:

\_\_\_\_\_  
CLIENT Signature

\_\_\_\_\_  
DATE

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Representing the COMPANY  
Steven Klein's Sound Control Room, Inc.  
12535 Kling Street  
Studio City, CA 91604  
(818) 788-1238  
(818) 788-1442 FAX  
www.soundcontrolroom.com

\_\_\_\_\_  
DATE