

FAB FACTORY STUDIOS

WEBSITE TERMS AND CONDITIONS

Last Updated: 082026

1. ACCEPTANCE OF TERMS

1.1 Agreement

These Website Terms and Conditions (“Terms”) govern your use of www.fabfactorystudios.com (the “Site”) and its booking inquiry form. “Fab Factory Studios,” “we,” “us,” and “our” mean Fab Factory Studios LLC; “you” and “your” mean the person using the Site. If you use the Site on behalf of a company, band, label, or other entity, “you” also means that entity, and you represent that you have authority to bind it to these Terms.

1.2 Your Agreement to These Terms

To submit a booking inquiry through the Site, you must check the required checkbox on the booking inquiry form, which is unchecked by default and links to these Terms and the Privacy Policy. By checking the box and submitting the inquiry, you agree to both documents. Fab Factory Studios retains the submission timestamp, IP address, and version of the Terms accepted. If you do not agree, do not check the box or submit an inquiry.

1.3 Scope of These Terms

These Terms govern the Site and booking inquiry form only. They do not govern physical attendance or use of the studio, facilities, equipment, or personnel, which are addressed separately, including in the Work Order and under applicable law.

1.4 Modification

We reserve the right to modify these Terms as described in Section 20 below.

2. WEBSITE FUNCTION

Fab Factory Studios operates a recording and production studio in North Hollywood, California. The Site provides information about the studio and accepts booking inquiries.

- Booking inquiry form for recording and production studio sessions.
- Submission of contact information and booking details. The form may prefill the contact email from the visitor’s browser session; this is not an account or login system. See the Privacy Policy for how that information is collected and handled.
- Information about studio services, equipment, and availability.
- Contact information for booking inquiries and customer support.
- The Site does not create accounts, process payments or other transactions, display pricing, or finalize bookings.

The Site provides informational content and accepts booking inquiries only. Studio services are arranged separately and as applicable, documented in a Work Order.

Information and availability may change. We may modify, suspend, or discontinue the Site or inquiry form at any time.

3. RELATIONSHIP TO OTHER AGREEMENTS; ORDER OF PRECEDENCE

3.1 Work Order

In connection with a studio booking, the booking party will complete a separate one-page booking/intake document (the “Work Order”). The Work Order may record the contact information, booking party, requested services or space, and duration. The Site inquiry is followed up on and finalized off-site; submitting it does not create a confirmed booking. Physical attendance and use of the premises, facilities, equipment, or personnel are addressed in the Work Order, applicable studio rules, other written terms, and applicable law. Any release or waiver language, if applicable, must be stated in the Work Order or another applicable written agreement. Fab Factory Studios may decline any inquiry or booking request in its sole discretion.

3.2 Order of Precedence

If these Terms, the Privacy Policy, the Work Order, or other written terms conflict, the document most specific to the subject controls: the Work Order for its express booking terms, the Privacy Policy for personal information, and these Terms for the Site and inquiry form. Where the Work Order is silent on a matter addressed by these Terms, these Terms apply to the Site and inquiry form. Applicable law controls where required.

3.3 No Limitation of Premises Liability

These Terms apply only to the Site, inquiry form, and related online functions. They do not release or limit liability relating to physical presence or use of the premises, facilities, equipment, or personnel.

4. ELIGIBILITY

4.1 Age Requirement

You must be at least 18 years old to submit a booking inquiry or otherwise use the Site. By doing so, you represent that you have legal capacity to agree to these Terms.

4.2 Children

The Site is not directed to children. We do not knowingly collect personal information from anyone under 18 through the Site and will take reasonable steps to delete it if we learn that we have done so.

4.3 Minors at the Premises

A person under 18 may attend or participate in a studio session only if a parent or legal guardian completes the Work Order on the minor’s behalf and complies with applicable supervision or consent requirements. A minor may not submit a booking inquiry or otherwise use the Site.

5. BOOKING INQUIRY INFORMATION

5.1 Accuracy of Information

When submitting a booking inquiry, provide accurate, current, and complete contact information, booking details, requested duration, and the identity of the person or entity making the inquiry. If the form pre-fills an email address from your browser session, review and correct it before submitting; you are responsible for providing an address at which we can reach you.

5.2 Information You Should Not Submit

Submit only the information reasonably needed to evaluate a booking inquiry. Do not submit through the form: government identification numbers; financial account, debit, or credit card numbers; health information; precise geolocation; or other sensitive personal information. Information submitted through the form is not treated as confidential, and we are not responsible for sensitive information you choose to send. See the Privacy Policy for how submitted information is handled.

6. BOOKING INQUIRIES AND OFF-SITE ARRANGEMENTS

6.1 Inquiry Process

The Site facilitates submission of booking inquiries through the inquiry form. The form is not an online booking or payment system. Submitting an inquiry does not create a confirmed booking, a binding reservation, or an obligation for Fab Factory Studios to provide a session. We may follow up using the contact information provided, and any booking is finalized off-site and documented, as applicable, in a Work Order. We do not guarantee a response to any inquiry or any particular response time.

6.2 Off-Site Booking Terms

The Site does not display pricing or process payments or other transactions. Final pricing, deposits, taxes, cancellation or rescheduling terms, refunds, overrun charges, and other payment terms are established in the Work Order or arranged separately off-site. Nothing on the Site is an offer to sell, payment authorization, or completed booking.

6.3 Studio Rules and Session Conduct

This Section is provided for reference only. Conduct at the studio is governed by the Work Order, applicable studio rules, and applicable law, and not by these Terms; nothing in this Section extends these Terms to physical attendance or use of the premises (see Sections 1.3 and 3.3). Users attending a studio session must comply with the Work Order and any studio rules or session guidelines provided at booking or upon arrival. Fab Factory Studios may end a session for violations, property damage, unsafe or disruptive conduct, or other material misconduct. Any cancellation, refund, additional-charge, or waiver terms are governed by the Work Order or other applicable written terms, if any.

7. ELECTRONIC COMMUNICATIONS

By submitting a booking inquiry, you consent to receive communications from Fab Factory Studios electronically, including by email. Electronic communications satisfy legal writing requirements to the extent permitted by law. This Section does not create an online signature or contracting process; any Work Order signature or electronic record is handled separately. You may request a paper copy where

required by law. You may withdraw this consent by contacting us using the information in Section 24; if you do, we may be unable to respond to your inquiry.

8. TEXT MESSAGE COMMUNICATIONS

The Site's booking-inquiry function does not require text messages. If you provide a mobile phone number and affirmatively opt in through a clear, separate consent mechanism—not bundled with the general Terms and Privacy Policy acceptance checkbox—Fab Factory Studios may send you marketing or newsletter text messages at select times, as well as transactional or booking-related messages. Message frequency varies, and message and data rates may apply. Your consent to receive text messages is not a condition of any booking or purchase. You may opt out of marketing text messages at any time by replying STOP, and you may reply HELP for assistance. Opting out of marketing text messages does not opt you out of other communications, including email communications related to an existing booking.

9. USER CONDUCT AND PROHIBITED USES

Use the Site and inquiry form lawfully and only for their intended purpose. You must not:

- Use the Site or form for an unlawful or fraudulent purpose, or submit false, defamatory, abusive, threatening, hateful, or infringing information.
- Impersonate another person or interfere with the Site, its security, or another visitor's use.
- Introduce malicious code, attempt unauthorized access, or use automated tools to access or scrape the Site without permission.

We may reject an inquiry or suspend access where necessary to enforce these Terms, protect the Site, or address unlawful or harmful conduct. These measures are in addition to any other remedy available to us at law or in equity.

10. INTELLECTUAL PROPERTY

10.1 Ownership of Site Content

Site content, including text, images, logos, photographs, audio, video, software, and design, belongs to Fab Factory Studios or its licensors and is protected by applicable intellectual-property laws.

10.2 Limited License

We grant you a limited, revocable, nontransferable license to view and use the Site for personal, noncommercial purposes related to a booking inquiry. You may not copy, modify, distribute, publicly display, reverse engineer, scrape, or use Site content commercially without written permission.

10.3 Trademarks

The Fab Factory Studios name, logo, and related marks belong to Fab Factory Studios or its licensors. Do not use them without prior written permission.

11. BOOKING INQUIRY SUBMISSIONS

The booking inquiry form lets you submit contact information and booking details. You represent that the information is accurate, current, complete, and lawfully provided. We may use it to respond to your inquiry and arrange studio services under these Terms, the Privacy Policy, and any Work Order. You

grant Fab Factory Studios a nonexclusive, royalty-free right to use, store, reproduce, and transmit the information you submit for those purposes.

Do not submit information that is unlawful, defamatory, obscene, abusive, threatening, hateful, or that violates another person's rights or applicable law.

Do not send unsolicited creative material. Fab Factory Studios does not accept unsolicited recordings, compositions, lyrics, demos, treatments, or other creative submissions through the Site. Any such material you send is not submitted or received in confidence, creates no confidential or fiduciary relationship, and imposes no obligation of any kind on Fab Factory Studios, including any obligation of compensation, credit, return, or non-use. This does not affect your ownership of that material.

We may review, reject, delete, or decline to follow up on a submission that violates these Terms, applicable law, or reasonable operational requirements.

Information submitted through the form is not a recording, composition, performance, or other creative work produced during a session. Ownership and use of session materials are addressed in the Work Order or other applicable written terms.

12. COPYRIGHT INFRINGEMENT CLAIMS

If you believe content on the Site infringes a copyright you own or control, send written notice to Attn: Legal at the mailing address or email address in Section 24. Please include: identification of the copyrighted work; identification of the material you claim is infringing and its location on the Site; your name, address, telephone number, and email address; a statement of your good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and a statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

The Site does not currently host reviews, comments, or other public user-generated content. If we enable public user-generated content, we will adopt and post a notice-and-takedown procedure and designate an agent as required under the Digital Millennium Copyright Act.

13. THIRD-PARTY LINKS AND SERVICES

The Site may link to third-party websites, tools, or services. We do not control or endorse them and are not responsible for their content, practices, availability, or security.

Your use of a third-party service is governed by its own terms and privacy policy.

See the Privacy Policy for information about third-party analytics and advertising technologies.

14. PRIVACY

Your use of the Site and inquiry form is also governed by the [Privacy Policy](#). It explains how we collect, use, disclose, and protect personal information. If these Terms and the Privacy Policy conflict on data practices, the Privacy Policy controls.

15. DISCLAIMERS OF WARRANTIES

The following disclaimers apply only to the Site, inquiry form, and related online functions and do not limit liability relating to physical attendance or use of the premises, facilities, equipment, or personnel:

THE SITE, ITS CONTENT, AND THE BOOKING INQUIRY FORM ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, FAB FACTORY STUDIOS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

FAB FACTORY STUDIOS DOES NOT WARRANT THAT THE SITE OR FORM WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR TRANSMIT OR RECEIVE INFORMATION WITHOUT DELAY; THAT SITE INFORMATION WILL BE CURRENT OR ACCURATE; OR THAT AN INQUIRY WILL RESULT IN BOOKING, PARTICULAR AVAILABILITY, OR PARTICULAR TERMS.

USE OF THE SITE AND FORM IS AT YOUR OWN RISK. NO ORAL OR WRITTEN ADVICE CREATES A WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

16. LIMITATION OF LIABILITY

16.1 Exclusion of Certain Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, FAB FACTORY STUDIOS AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING FROM OR RELATED TO THE SITE, THE INQUIRY FORM, OR INFORMATION SUBMITTED THROUGH IT, REGARDLESS OF THE THEORY OF LIABILITY.

16.2 Aggregate Cap

TO THE FULLEST EXTENT PERMITTED BY LAW, FAB FACTORY STUDIOS' TOTAL LIABILITY FOR CLAIMS ARISING FROM THESE TERMS, THE SITE, OR THE INQUIRY FORM WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID OR OWE TO FAB FACTORY STUDIOS UNDER A WORK ORDER OR OTHER OFF-SITE ARRANGEMENT IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE HUNDRED DOLLARS (\$100).

16.3 Exceptions

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, willful injury, violation of law, liability that cannot be excluded by law, or any claim arising from physical presence at or use of the premises, facilities, equipment, or personnel. This Section preserves only those liabilities that cannot lawfully be limited or excluded (including under California Civil Code Section 1668) and those expressly identified above; it does not otherwise expand Fab Factory Studios' liability beyond what these Terms provide.

16.4 Basis of the Bargain

The disclaimers in Section 15 and the limitations in this Section 16 are an essential basis of the bargain between you and Fab Factory Studios, apply even if a limited remedy fails of its essential purpose, and survive termination. Some jurisdictions do not allow certain limitations of liability, so some of these limitations may not apply to you.

16.5 Beneficiaries

The officers, directors, members, employees, agents, affiliates, licensors, and service providers of Fab Factory Studios are intended third-party beneficiaries of Sections 15 and 16 and may enforce them.

17. INDEMNIFICATION

You will defend, indemnify, and hold harmless Fab Factory Studios and its officers, directors, members, employees, agents, affiliates, successors, and assigns from claims, losses, liabilities, costs, and reasonable attorneys' fees arising from (a) your use of the Site or inquiry form; (b) your breach of these Terms; (c) your violation of another person's rights or applicable law; or (d) information you submit. This does not apply to claims caused by Fab Factory Studios' negligence or willful misconduct. We will give prompt notice and reasonably cooperate; you may not settle a claim imposing obligations on Fab Factory Studios without written consent. We may assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense and with counsel of our choosing, in which case you will cooperate with that defense. This obligation survives termination.

18. DISPUTE RESOLUTION

18.1 Governing Law

These Terms and any dispute arising from the Site or booking inquiry form are governed by California law, without regard to conflict-of-law rules.

18.2 Informal Resolution Required First

Before filing a claim, the party asserting it must send written notice describing the dispute and requested relief to the other party at the email or address in Section 24, and the parties must allow 30 days for good-faith informal resolution. This does not prevent either party from seeking urgent relief or pursuing a claim that cannot lawfully be delayed.

18.3 Exclusive Jurisdiction

Any action arising from these Terms or the Site or inquiry form must be brought in the state or federal courts located in Los Angeles County, California. You and Fab Factory Studios consent to that jurisdiction and venue and waive objections based on inconvenient forum, to the extent permitted by law.

18.4 Equitable Relief

Either party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information, or to address unauthorized access to or interference with the Site, without first completing the process in Section 18.2.

18.5 Limitations Period

To the fullest extent permitted by law, any claim arising from these Terms or your use of the Site or inquiry form must be brought within one year after it accrues, unless a longer period is required by law.

18.6 Relationship to the Work Order

If a dispute concerns contact information, the booking party, requested services or space, duration, or other booking terms expressly recorded in a Work Order, the Work Order controls for those matters to the extent applicable. This Section 18 governs disputes about the Site and inquiry form. Disputes concerning physical presence or use of the premises, facilities, equipment, or personnel are governed by applicable law and any separate written terms.

19. TERMINATION

We may suspend or terminate access to the Site or inquiry form at any time, with or without notice, if you breach these Terms or for operational, security, or legal reasons.

Provisions that by their nature should survive termination—including Sections 10 (Intellectual Property), 11 (Booking Inquiry Submissions), 15 (Disclaimers of Warranties), 16 (Limitation of Liability), 17 (Indemnification), 18 (Dispute Resolution), 21 (Notices), and 23 (Miscellaneous) survive termination.

20. MODIFICATIONS TO TERMS

We may revise these Terms by posting an updated version and changing the Last Updated date. For material changes, we will provide notice by email or conspicuous Site notice at least 30 days before they take effect. Changes do not apply retroactively to any Work Order or other booking arrangement finalized before the effective date.

After revised Terms take effect, you must accept them through the checkbox before submitting a new booking inquiry. If you do not agree, do not submit an inquiry.

21. NOTICES

Notices to you may be sent to the contact information you provided in an inquiry or other communication, or posted conspicuously on the Site, and are effective when sent or posted. Notices to Fab Factory Studios must be sent by email to hello@fabfactorystudios.com and by mail to the address in Section 24. Keep your contact information current.

22. CALIFORNIA CONSUMER RIGHTS NOTICE

Under California Civil Code Section 1789.3, California residents may contact Fab Factory Studios LLC at 7240 Fulton Ave., North Hollywood, CA 91605, or hello@fabfactorystudios.com, to complain or request information about the Site. They may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs.

23. MISCELLANEOUS

23.1 Entire Agreement

These Terms, the Privacy Policy, any Work Order, and other written terms applicable to the Site or inquiry form are the entire agreement about those subjects and supersede prior communications.

23.2 Severability

If any provision is unlawful or unenforceable, it will be severed to the extent necessary, and the remaining provisions will remain in effect.

23.3 Waiver

A failure to enforce a provision is not a waiver. Any waiver must be in writing.

23.4 Assignment

You may not assign these Terms without our written consent. We may assign them without restriction.

23.5 Force Majeure

We are not liable for delay or failure caused by events beyond our reasonable control, including natural disasters, government action, labor disputes, power or internet outages, or similar events.

23.6 Third-Party Beneficiaries

Except as provided in Section 16.5, no third party has any right or remedy under these Terms.

23.7 Relationship of the Parties

These Terms do not create a partnership, joint venture, employment, or agency relationship.

23.8 Headings and Interpretation

Headings are for convenience only, and “including” means including without limitation.

23.9 Geographic Scope

The Site is operated from the United States for users in the United States. If you access it elsewhere, you are responsible for complying with local law.

24. CONTACT INFORMATION

Questions about these Terms? Contact us:

Fab Factory Studios LLC
Attn: Legal
7240 Fulton Ave.
North Hollywood, CA 91605
Email: hello@fabfactorystudios.com
Phone: (818) 356-6092