

# **THE STORY BUS RECORDING & PARTICIPATION AGREEMENT**

Version 1.0

This Recording & Participation Agreement ("Agreement") is entered into between The Story Bus, a service of Fyffe Media Company LLC ("The Story Bus"), located in Providence, Utah, and the undersigned client ("Client").

By scheduling, purchasing, participating in, or authorizing participation in a Story Bus session, the Client agrees to the terms outlined in this Agreement.

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## **1. PURPOSE OF THE SERVICE**

The Story Bus provides audio and video conversation recording services designed to help individuals and families preserve voice, personality, stories, memories, humor, wisdom, family history, and life experiences.

The Story Bus is intended to facilitate authentic conversations in a comfortable and respectful environment. While recordings may be edited for clarity and presentation, the primary purpose of the service is preservation rather than production.

The Story Bus is not providing counseling, therapy, legal advice, medical services, genealogy verification, historical verification, or professional interviewing services.

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## **2. PARTICIPATION AND CONSENT**

The Client voluntarily agrees to participate in a recording session conducted by The Story Bus.

The Client acknowledges that participation is entirely voluntary and that they may:

- Decline any question
- Decline any topic
- Request a break
- Pause recording
- Stop recording
- End the session at any time

The Story Bus is designed to preserve authentic conversations. Participants are encouraged to speak naturally and are never required to discuss any subject they do not wish to discuss.

The Client understands that memories, opinions, stories, recollections, and personal experiences shared during a session may be incomplete, subjective, emotional, or imperfect and are recorded as personal recollections rather than verified factual statements.

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### **3. SERVICES PROVIDED**

The Story Bus may provide one or more of the following services:

- Audio-only recording sessions
- Video recording sessions
- In-home recording sessions
- Outdoor recording sessions
- Remote recording sessions
- Zoom-based recording sessions
- Transcript preparation
- Written Legacy Keepsake preparation
- Editing and delivery services
- Digital delivery services
- Physical delivery options when applicable

Specific services, packages, deliverables, and add-ons will be determined by the package selected by the Client at the time of booking.

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### **4. PAYMENT**

Payment is required in full before a recording session may be scheduled.

The Story Bus reserves the right to refuse scheduling or recording services until payment has been received and verified.

All pricing, package descriptions, travel fees, and optional add-ons are subject to the pricing and service information in effect at the time of booking.

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### **5. CANCELLATIONS**

Clients may cancel a scheduled session by providing at least twenty-four (24) hours notice prior to the scheduled session time.

Cancellations made less than twenty-four (24) hours before the scheduled session may not be eligible for a refund.

No refunds will be issued after recording has begun.

Exceptions may be made at the sole discretion of The Story Bus when circumstances warrant special consideration.

If The Story Bus materially fails to provide the purchased service through its own error, negligence, equipment failure without reasonable remedy, or inability to complete the agreed-upon service, The Story Bus may provide a refund, partial refund, rescheduled session, replacement session, or other reasonable remedy at its discretion.

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## **6. RESCHEDULING**

Clients may request rescheduling by providing at least twenty-four (24) hours notice prior to the scheduled session.

Rescheduling requests are subject to scheduling availability.

The Story Bus will make reasonable efforts to accommodate requested changes but cannot guarantee specific dates or times.

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## **7. TRAVEL FEES**

Recording sessions occurring within twenty-five (25) miles of Providence, Utah include travel at no additional charge.

For locations beyond twenty-five (25) miles from Providence, Utah, travel shall be charged at a rate of \$0.50 per mile.

Mileage is calculated on a round-trip basis.

Applicable travel fees will be disclosed before scheduling is finalized whenever possible.

## **8. RECORDING OWNERSHIP**

Upon full payment and successful delivery, the Client shall own the delivered recordings and deliverable files provided by The Story Bus, subject to the terms of this Agreement.

Ownership includes personal and family use of delivered materials, including:

- Viewing
- Listening
- Downloading
- Copying
- Sharing with family members
- Archiving
- Personal preservation

The Client may provide access to family members, descendants, heirs, and other individuals authorized by the Client.

Ownership of the delivered recording does not transfer ownership of The Story Bus name, logo, branding, marketing materials, templates, production methods, or other proprietary business assets.

Unless otherwise agreed in writing, delivered recordings are intended for personal, family, and non-commercial use.

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## **9. STORY BUS ARCHIVAL RIGHTS**

The Client acknowledges that The Story Bus may retain archival copies of recordings, transcripts, deliverables, project files, and related materials for backup, restoration, quality control, customer service, and file recovery purposes.

Retention of archival copies does not transfer ownership away from the Client.

Archival copies shall not be publicly distributed, sold, published, displayed, or shared without additional written authorization from the Client.

The Story Bus may delete archived materials in accordance with its File Retention Policy.

The Client understands that long-term preservation is ultimately the responsibility of the Client once deliverables have been successfully delivered.

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## **10. PRIVACY AND CONFIDENTIALITY**

The Story Bus respects the privacy of its clients and participants.

Unless required by law or expressly authorized in writing by the Client, The Story Bus will not intentionally disclose, publish, distribute, or publicly share private recordings or transcripts.

The Story Bus may use employees, contractors, software platforms, storage providers, transcription services, editing platforms, communication providers, cloud storage providers, and related business tools necessary to provide services.

Reasonable efforts will be made to protect client information and recordings.

However, no electronic storage system, cloud storage platform, internet transmission method, or digital communication method can be guaranteed to be completely secure.

By participating in Story Bus services, the Client acknowledges and accepts the inherent risks associated with electronic storage and transmission of digital information.

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## **11. AI-ASSISTED TRANSCRIPTION AND PROCESSING**

The Client acknowledges that The Story Bus may utilize artificial intelligence tools, speech recognition software, transcription software, editing software, language processing tools, and related technologies as part of the production process.

Such tools may be used for purposes including:

- Audio transcription
- Transcript generation
- Written Legacy Keepsake preparation
- Content organization
- Editing assistance
- Quality control

AI-assisted processing may be combined with human review, editing, correction, formatting, and quality assurance.

The Story Bus does not guarantee perfect transcription accuracy and recommends that important names, dates, locations, and details be reviewed by the Client when accuracy is critical.

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## **12. PUBLIC USE AND MEDIA RELEASES**

The Story Bus will not publicly publish, display, distribute, advertise, market, promote, broadcast, post, or otherwise use client recordings, images, audio, video, transcripts, stories, or related materials without written permission.

Participation in a Story Bus session does not automatically grant permission for public use.

Any public use of recordings or related materials requires a separate signed Media Release Agreement.

Clients who choose not to sign a Media Release Agreement will continue to receive the same services, pricing, quality, and treatment as all other clients.

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### **13. AUTHORIZED SHARING**

Unless otherwise instructed in writing by the Client, recordings and deliverables shall be provided only to:

- The purchasing Client
- Individuals specifically authorized by the Client

The Story Bus shall not be responsible for disputes among family members, heirs, beneficiaries, relatives, or other parties regarding access to recordings after delivery has occurred.

The Client is responsible for determining who receives access to delivered materials.

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### **14. MINOR PARTICIPANTS**

Participants under the age of eighteen (18) may participate only with the consent of a parent or legal guardian.

A parent or legal guardian may be required to sign an additional Minor Participation and Consent Form before recording begins.

The Story Bus reserves the right to refuse participation by minors when appropriate consent cannot be verified.

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### **15. RECORDING FAILURE AND TECHNICAL ISSUES**

The Story Bus makes reasonable efforts to ensure proper operation of recording equipment, storage devices, software, and delivery systems.

However, technology failures may occasionally occur, including but not limited to:

- Equipment malfunction
- Memory card failure
- Storage device failure
- Software malfunction
- File corruption
- Internet disruption
- Delivery platform issues

If a recording failure occurs, The Story Bus may, at its discretion:

- Re-record the session when reasonably possible
- Reschedule the session
- Provide a partial refund
- Provide a full refund
- Provide another reasonable remedy

The Story Bus shall not be responsible for indirect, consequential, emotional, sentimental, or speculative damages arising from recording failures.

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## **16. EDITING AND REVISIONS**

The Story Bus focuses on preserving authentic conversations rather than creating heavily produced media.

Editing may include:

- Audio cleanup
- Video cleanup
- Removal of major technical distractions
- Formatting
- Transcript preparation
- Deliverable preparation

One reasonable revision request may be included for technical corrections, delivery issues, or minor adjustments.

Requests involving substantial re-editing, restructuring, additional production work, content removal, transcript rewriting, or significant project changes may incur additional fees.

The Story Bus reserves the right to determine whether requested changes constitute a minor revision or a substantial revision.

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## **17. DELIVERY TIMEFRAMES**

The Story Bus will make reasonable efforts to deliver completed projects promptly.

Typical delivery targets are approximately fourteen (14) days from the recording date.

Some projects may be completed sooner.

Certain projects may require additional processing time.

Unless otherwise communicated, completed projects are generally expected to be delivered within thirty (30) days.

Delivery estimates are goals rather than guarantees.

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## **18. CLIENT REVIEW PERIOD**

Upon delivery, the Client is encouraged to review all files promptly.

The Client shall have fourteen (14) calendar days from delivery to report:

- Missing files
- Incorrect files
- Broken links
- Delivery problems
- Technical issues reasonably related to the delivered materials

After the review period expires, the project may be considered accepted and complete.

This provision does not eliminate any rights otherwise provided by law.

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## **19. FILE RETENTION**

The Story Bus may retain project files, recordings, transcripts, and deliverables for approximately one (1) year following project delivery.

File retention periods are goals rather than guarantees.

The Story Bus reserves the right to remove archived materials after the retention period has expired.

The Client is strongly encouraged to maintain independent backups of all delivered materials.

The Story Bus shall not be responsible for maintaining permanent archives on behalf of the Client.

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## **20. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, The Story Bus and Fyffe Media Company LLC shall not be liable for indirect, incidental, consequential, emotional, sentimental, special, exemplary, or punitive damages arising from participation in Story Bus services.

In any event, liability shall not exceed the total amount paid by the Client for the services giving rise to the claim.

Nothing in this Agreement shall limit liability where such limitation is prohibited by applicable law.

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## **21. PARTICIPANT CONDUCT**

The Story Bus reserves the right to pause, postpone, terminate, or refuse services when necessary due to:

- Unsafe conditions
- Threatening behavior
- Harassment
- Illegal activity
- Dangerous environments
- Circumstances that make completion of services impractical

Reasonable efforts will be made to resolve concerns whenever possible.

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## **22. GOVERNING LAW**

This Agreement shall be governed by and interpreted under the laws of the State of Utah, without regard to conflict-of-law principles.

Any legal action arising from or relating to this Agreement shall be brought in a court of competent jurisdiction located within the State of Utah.

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## **23. ENTIRE AGREEMENT**

This Agreement represents the complete understanding between the parties regarding the services provided by The Story Bus.

Any modifications, amendments, waivers, or additional agreements must be made in writing.

If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

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## **24. ACKNOWLEDGMENT**

By signing below, the Client acknowledges that they:

- Have read this Agreement
- Understand this Agreement
- Voluntarily agree to this Agreement
- Consent to participation in Story Bus services
- Understand the ownership, privacy, delivery, and retention policies described herein

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## **CLIENT INFORMATION**

Client Name: \_\_\_\_\_

Participant Name(s): \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

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**SESSION INFORMATION**

**Package Selected:**

- Short Ride
- Scenic Route
- Full Journey
- Written Legacy Keepsake Add-On

**Recording Type:**

- Audio Only
- Video
- Zoom
- In-Home
- Outdoor

Other: \_\_\_\_\_

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**SIGNATURES**

Client Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**THE STORY BUS**

A Service of Fyffe Media Company LLC

Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_