

## SOFTWARE DISTRIBUTION AGREEMENT - AGREEMENT FOR SOUND CONTRACTING

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_\_\_\_\_ (Sound Company) \_\_\_\_\_, (hereinafter referred to as the "Contractor") and \_\_\_\_\_, (hereinafter referred to as the "Buyer") for the purpose of contracting sound reinforcement between the undersigned parties.

1. Contractor hereby agrees to provide all the sound and lighting equipment specified in Exhibit "A", attached hereto and made a part of this Agreement. Contractor warrants that the equipment listed in Exhibit "A" is in good working order and equal to the manufacturer's operating specifications.

2. The Contractor shall have the equipment provided for in Exhibit "A" set up and ready to operated at:

Street: \_\_\_\_\_  
City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
by \_\_\_\_\_ am/pm \_\_\_\_\_, 200\_\_.

3. Load-in may commence at: \_\_\_\_ am/pm \_\_\_\_\_, 200\_\_.

4. Soundcheck may commence at: \_\_ am/pm \_\_\_\_\_, 200\_\_.

5. Showtime is: \_\_\_\_\_ am/pm \_\_\_\_\_, 200\_\_.

6. The Contractor shall operate and leave the equipment set up until: \_\_\_\_\_ am/pm \_\_\_\_\_, 200\_\_ after which the Contractor shall remove all equipment and personnel from the venue by \_\_\_\_\_ am/pm, \_\_\_\_\_, 200\_\_.

7. Buyer shall pay to Contractor the amount of \$ \_\_\_\_\_ upon the execution of this agreement as a non-refundable deposit for Contractor's services. At the completion of soundcheck, with Contractor's equipment in place and tested, Buyer shall pay to Contractor, in U.S. currency or certified cashier's check the balance of \$ \_\_\_\_\_. **Personal and company checks will only be accepted if Buyer agrees to cash said check at the time of payment.**

8. Contractor will provide qualified personnel to operate all equipment provided for in this Agreement. No other personnel, including Buyer and/or his employees, shall operate the Contractor's equipment without the express consent of Contractor.

9. Buyer shall provide adequate security to protect the Contractor's equipment and personnel during the term of this Agreement. Buyer will provide the following security personnel at the following times and places:

a) \_\_\_\_ backstage security person(s) at the equipment access door during load-in

b) \_\_\_\_ security person(s) at the main mixing console fifteen (15) minutes before the public is admitted into the venue; to remain there until the public has left the venue.

c) \_\_\_\_ security person(s) at the monitor mixing console 15 minutes before the public is admitted into the venue; to remain there until the public has left the venue.

d) \_\_\_ security person(s) in the stage area from showtime until the performance is completed, including encores.

e) \_\_\_ security person(s) at the equipment access door during load-out.

10. Buyer shall issue all-access permits to all designated employees of the Contractor in advance of Contractor's arrival at the venue. The personnel designated for such access are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer shall be notified in advance of Contractor's arrival at the venue if there are any changes in the list of Contractor's personnel required to complete the terms of this Agreement. Contractor will use only personnel directly connected to the production of the event under the terms of this Agreement.

11. Buyer shall provide the electrical power and circuits necessary for Contractor to perform his duties hereunder. The Contractor's electrical requirements are listed in Exhibit "B" attached hereto. Buyer will use only licensed and bonded electricians in preparing the Contractor's electrical requirements. Power must be in place and of the specifications in Exhibit "B" one hour before the load-in time specified herein.

12. Buyer will provide adequate parking immediately adjacent to the staging area for the loading and unloading of equipment and parking/vehicle access permits to Contractor and his designated vehicles. Parking shall be reserved in advance for any vehicle the Contractor may need in the performance of his duties hereunder. It is Buyer's responsibility to retain access to and from the stage area and to secure Contractor's parking during the entire term of this Agreement.

13. Contractor is acting as an independent contractor in the performance of his duties herein. Buyer is not responsible for any workman compensation insurance of any kind for Contractor or Contractor's employees or personnel. All expenses pertaining to Contractor's employees and personnel, including but not limited to taxes, insurance, union or guild dues or any other expenses regarding Contractor's employees or personnel are the sole responsibility of the Contractor.

14. This Agreement is for service rendered rain or shine. Contractor has the right to interrupt the performance of his duties hereunder in the event of inclement weather or any other conditions which Contractor or Buyer regard as hazardous to any person or persons. Any such interruption, postponement or cancellation of services shall not affect the Contractor's compensation specified herein.

**15. ADDITIONAL TERMS AND CONDITIONS:**

**See Attached Rider (if any)**

16. Should any portion of this Agreement prove to be invalid, illegal or unenforceable, it shall not affect the balance of this Agreement. This Agreement is guided by and governed by the laws of the State of \_\_\_\_\_ and \_\_\_\_\_, County shall be the place of execution and jurisdiction.

17. Should any litigation arise between the parties hereto regarding the performance of this Agreement, the prevailing party shall be compensated for whatever damages are awarded, plus reasonable attorney's fees by the other party.

18. This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral.

**THE UNDERSIGNED PARTIES** have read and understand the terms and conditions of this Agreement and do hereby set their hands.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Buyer**  
address  
phone