

AGREEMENT FOR SOUND SYSTEM RENTAL

Agreement made this ___ day of _____ 200__ by and between _____
_____. (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 equipment and personnel specified in **Exhibit "A"**. Contractor warrants that the equipment listed in Exhibit "A" is in good working order and equal to the manufacturers operating specifications.

2. The Contractor shall provide the equipment specified in Exhibit "A" set up and ready to be operated at:

Venue Name: _____ Street: _____

City: _____ State: _____ Zip: _____. Venue Phone: (____) _____.

Load-in to commence at ___ am/pm ___/___/200__ Sound check to commence at: ___ am/pm ___/___/200__.

Show start time: _____ am/pm ___/___/200__ Show end time: _____ am/pm ___/___/200__.

Multiple Day/Tour Schedule **Exhibit "B"** .

3. 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 sound check, 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 (Unless specified otherwise in **Exhibit "C"**).

4. Equipment transportation is included in 3 above. (Unless specified otherwise in **Exhibit "D"**)

5. 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. (Unless specified otherwise in **Exhibit "E"**)

6. Buyer shall be responsible for any theft or damage to Contractor's equipment except for normal usage. This responsibility begins when truck doors are unlocked at load-in and ends when truck doors are locked at load-out.

7. 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.
- e) ___ Security person(s) Overnight Security **Exhibit "F"** .

8. Buyer shall provide labor to install and remove Contractor's equipment during the term of this Agreement. Contractor shall adhere to all union breaks, meal times and scheduling. No personnel shall leave until released by Contractor's Crew Chief. Buyer shall provide the following labor personnel:

- a) ___ Truck Un-loaders/Loaders. 1 hour per truck at load in/show end times or until released by Contractor's Crew Chief
- b) ___ Stagehands at load in/show end times or until released by Contractor's Crew Chief

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- c) ___ Electricians at load in/show end times to connect/disconnect Contractor's AC and Motor power systems and install/remove feeder cabling until released by Contractor's Crew Chief
- d) ___ Carpenters at load in/show end times until released by Contractor's Crew Chief
- e) ___ Riggers at load in/show end times until released by Contractor's Crew Chief

9. Buyer shall designate one of his representatives to be responsible for decisions necessary to complete any and all aspects of this contract. This person shall be on-site and fully available from the beginning of load-in through the completion of load out. This person shall have full authority to make any and all final decisions without the need to consult others in the Buyer's organization. This person shall be available starting 24 hours prior to load-in.

Buyer's Official Representative:

Name Title E-mail

Office Number Home Number Cellular Number Pager Number

If buyer's official representative has any issues with performance of this contract, he shall only contact Contractor's Crew Chief for resolution.

10. Contractor shall designate one of his representatives to be responsible for decisions necessary to complete any and all aspects of this contract. This person shall be on-site and fully available from the beginning of load-in through the completion of load out. This person shall have full authority to make any and all final decisions without the need to consult others in the Contractor's organization. This person shall be available starting 24 hours prior to load-in.

Contractor's Official Representative:

Name Title **CREW CHIEF** E-mail

Office Number Home Number Cellular Number Pager Number

If Contractor's Crew Chief has any issues with performance of this contract, he shall only contact's buyer's official representative for resolution.

Buyer shall issue all-access permits to all designated employees of the Contractor in advance of Contractor's arrival at the venue. In addition to the above crew chief, 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 "G"** attached hereto. Buyer will use only licensed and bonded electricians in preparing the Contractor's electrical requirements. Power must be in place, tested and of the specification in Exhibit "G" one hour prior to 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

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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. (Unless specified otherwise in Exhibit "H")

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

Outdoor Setup. If Contractor's equipment is to be set-up in a non permanent or outdoor facility, then Buyer shall provide ___ rolls of plastic sheeting with a minimum specification of 6 mil thick 10 feet wide by 100 feet long along with an appropriate quantity of tape and rope to protect Contractor's equipment from inclement weather conditions. This protection shall be made available to Contractor's Crew Chief **prior to the start** of Equipment load-in.

15. ADDITIONAL TERMS AND CONDITIONS:

Exhibit "J" Rider

16. **NO PART OF THIS DOCUMENT MAY BE CROSSED-OUT OR OTHERWISE ELIMINATED OR MODIFIED.** 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 California and 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.

Attachments - attached hereto and made a part of this agreement:

EXHIBIT A: CONTRACTOR SOUND EQUIPMENT LIST AND PERSONNEL QUANTITY/JOB DESCRIPTION

- Exhibit B: Multiple Day/Tour Schedule
- Exhibit C: Optional Payment Arrangement
- Exhibit D: Equipment Transportation
- Exhibit E: Optional Sound System Operators

Exhibit F: Overnight Security

EXHIBIT G: MANDATORY POWER REQUIREMENTS

- Exhibit H: Contractor Personnel Transportation and Lodging Expenses
- Exhibit J: Rider

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

BUYER

Signature

Company Name

Address

City, State, Zip

Telephone

FAX

CONTRACTOR

Signature

Company Name

Address

City, State, Zip

Telephone

FAX