

SOUND REINFORCEMENT SYSTEM CONTRACT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

Live Sound Engineering Ltd
Portobello, Dunedin 9014
(the "System Provider")
-and -
[NAME OF ARTIST](the "Artist")

In consideration of the provision of a sound reinforcement system, the services of one (1) sound engineer and the provision of other services provided by System Provider to Artist, the parties hereby agree as follows:

Services

1.1 System Provider will provide the services set out on Exhibit A (attached hereto and made a part hereof), such services hereinafter referred to as the "Services"), including but not limited to sound reinforcement system setup, transportation and breakdown together with engineering and mixing.

1.2 Artist understands that there will be additional fees for any additional services not listed on Exhibit A that are provided by System Provider at Artist's request.

1.3 Artist understands that the rate quoted for the Services includes the services of one of System Provider's designated engineers. Artist may choose to use his/her own engineer, but System Provider reserves the right to refuse such engineer access to the equipment if, in Provider's sole opinion, such engineer is not technically proficient.

Rates; Payment

2.1 Artist agrees to pay for the Services at the applicable rates set out on Exhibit B (attached hereto and made a part hereof).

2.2 Artist will pay System Provider a deposit of ____% of the estimated total charges at the time of booking, and the balance upon completion of the Services. Sound Reinforcement System will not be reserved until the deposit is paid. Any additional charges for optional equipment, supplies and consumables, hospitality services, and other items will be added to the final invoice.

2.3 Invoices are due and payable on receipt. If Artist fails to pay an invoice on time, Artist agrees to pay System Provider's actual expenses, including reasonable attorney's fees, associated with any collection proceedings.

Responsibilities of System Provider

3.1 System Provider agrees that it will:

- provide the equipment in good working order;
- transport, set up and tear down the sound system;
- provide a sound engineer to mix the sound as required during Artist's performance and sound check.

3.2 System Provider shall not be liable for any failure to perform its obligations if such failure is due to circumstances beyond its reasonable control. Any liability of System Provider shall be limited to the total of all amounts paid by Artist for Services under this Agreement.

Responsibilities of Artist

4.1 Artist agrees that it will:

- make all payments when due;
- pay for any damage caused by Artist or by Artist's personnel or guests or audience members, other than normal wear and tear, to the equipment, venue facilities, vehicles, building or grounds;
- not eat, drink, or smoke near the sound system and not place any food, drinks or smoking material on any equipment.

4.2 In the event of cancellation of a performance or other scheduled service by Artist, Artist shall be responsible for 20% of the cost of sound reinforcement services, if cancellation occurs within 72 hours of the scheduled performance.

Termination

5.1 If Artist fails to comply with any of its responsibilities hereunder, System Provider may terminate this Agreement and retain any amounts paid by Artist prior to such termination.

Loss or Damage

6.1 System Provider shall use reasonable efforts to avoid damaging all musical instruments and equipment belonging to the Artist and used or located in the vicinity of the sound system, but System Provider shall not be liable for loss of or damage to any of the above.

6.2 In the event of loss to or damage of Artist's musical instruments and equipment due to willful negligence, System Provider shall be responsible for replacement of no more than the fair market value of the musical instruments and equipment.

6.3 Artist is solely responsible for all personal property belonging to Artist, Artist's employees and guests. System Provider shall not be liable for any loss of or damage to any of such personal property.

6.4 Artist shall be responsible for any loss or damage to System Provider property caused by Artist, Artist's employees, guests, invitees, audience members or agents acting under Artist's instruction, as a result of misuse, negligence, carelessness or willful misconduct.

Terms and Conditions of Use

7.1 Artist agrees to abide by the Terms and Conditions of Use of Sound Reinforcement System listed in Exhibit C (attached hereto and made a part hereof).

Acceptance of Payment

8.1 Payment by Artist after completion of the Services shall be deemed acknowledgement between both parties that the quality of the Services is satisfactory to Artist and shall release System Provider from any and all liability and claims regarding such Services.

Entire Agreement

9.1 This constitutes the entire agreement between Artist and System Provider, and may not be modified, changed, or terminated in any way except in writing signed by both parties.

Governing Law

10.1 This Agreement shall be governed by and construed in accordance with the laws of New Zealand. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within New Zealand.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SYSTEM PROVIDER:

Name:

Date:

Signature

ARTIST:

Name:

Date:

Signature

Exhibit A
to Sound Reinforcement System Contract dated _____ [insert date]
between Live Sound Engineering Ltd and _____ [name of Artist]
Services to be Provided by Live Sound Engineering Ltd

Use of the following equipment:

See www.livesoundengineering.com "Inventory" link for a complete list of the equipment currently available.

Set-up time and breaks will be billed at the agreed hourly rate. Set-up times may vary, but expect at least 3 hours per set-up for full sound system.

The engineer will take a break for 15 minutes every 2 hours to stretch and alleviate ear fatigue, and a one 1 hour meal break every 4 hours. Break times are not counted in the hourly rate.

Exhibit B
to Sound Reinforcement System Contract dated _____ *[insert date]*
between Live Sound Engineering Ltd and _____ *[name of Artist]*

RATES AND CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE, BUT ANY SUCH CHANGE WILL NOT APPLY TO ANY CONTRACT CURRENTLY IN EFFECT.

Sound Reinforcement System Rates as of *[insert date]* at *[insert amount]* per one *[insert period]*.

Additional Charges

Optional Equipment

The following equipment is not included in the Studio's standard rates. Use of this equipment will incur additional charges at the following rates: NONE

Exhibit C
to Sound Reinforcement System Contract dated _____ [insert date]
between Live Sound Engineering Ltd and _____ [name of Artist]

Terms and Conditions of Use of Sound Reinforcement System

All artists using the sound reinforcement system must behave in a manner that is respectful of the engineer and equipment, and considerate of other users of the sound reinforcement system.

If an artist brings equipment to the performance, the artist is solely responsible for the working order of the equipment. The System Provider reserves the right to refuse to allow the use of such equipment if the System Provider believes it to be in unsafe condition. A current PAT certificate may be required.

Alcohol and/or illegal drug use is **STRICTLY PROHIBITED** while using the sound reinforcement system. Any such behavior by the artist or by the artist's crew or guests or audience members will result in immediate termination of the contract and removal of the sound reinforcement system from the facility or venue.

No beverages of any kind - including water - are to be consumed near any System Provider equipment. The artist is liable for any and all damage caused by negligence, recklessness, or misconduct of the artist or the artist's crew or guests or audience members.

SYSTEM PROVIDER:

Name:

Date:

Signature

ARTIST:

Name:

Date:

Signature

