

Full Spectrum

DRILL DESIGN

CONTRACT SERVICE AGREEMENT

This Agreement is effective on April 1st, 2020

Between:

Full Spectrum Consulting & Drill Design LLC, (here-in after referred to as Seller) an organization operating under the laws of Indiana, with its primary office located in Plainfield, Indiana.

And:

High School Band Boosters (Buyer)

Purpose:

The Seller is in the business of developing products and supplying services in support of public or private elementary school, high school, college, nonprofit, or other music programs for which the Buyer hereby agrees to contract with the Seller to provide such products and services subject to specific terms and conditions.

AGREEMENT

Now therefore, the Buyer and Seller (here-in after referred to as a Party or collectively as Parties), agree to the following:

1. SCOPE OF PRODUCTS/SERVICES PROVIDED UNDER AGREEMENT

The Seller will provide the following products and services to the Buyer as defined in Attachment A.

2. FEES

The following FEES apply to the products and Services being provided in Attachment A.

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3. PAYMENT TERMS

Upon receipt of invoice, payment will be mailed within **30 calendar days** per instruction below. Payment not received within **30 calendar days** are subject to a late payment penalty of **\$50.00** USD per day until the payment is received by the Seller. **All payments must be received before the product will be delivered in full:**

Check payable to:

Full Spectrum Consulting & Drill Design LLC

Check mailed to:

Full Spectrum Consulting & Drill Design LLC
2636 Bluewood Way
Plainfield, IN 46168

4. EXPENSES

Buyer shall reimburse Seller for the following expenses that are attributable directly to services performed under this Agreement, as described in Attachment A. Expenses may include, but are not limited to: airline, automobile, and other travel expenses; lodging, hotel, and other housing expenses; insurance premiums; road, fuel, and other taxes; fines; meals; and all salary compensation paid to Seller or contract personnel the Seller hires to complete the work under this Agreement. Seller shall submit an itemized statement of Seller's expenses. Buyer shall pay Seller within **30 calendar days** after receipt of each statement.

5. DATE OF DELIVERY

Upon acceptance of the delivery date as defined in Attachment A, and all necessary supplementary materials, the Seller agrees to deliver the product within **30 calendar days**. Supplementary materials include, but are not limited to: Total number of performing members; A complete musical score; Edited audio recording of the complete musical score; Detailed count sheet containing conceptual design notes, Staging requests, and requests for color guard orchestration; Any further details or information deemed necessary by the Seller to complete and deliver the product for this Agreement.

Failure to provide a delivery date and all supplementary materials **30 calendar days** prior to the requested date of delivery will delay the design process and the date of delivery. Should the completion of the product be delayed by an act of neglect on the Buyer's behalf, the Seller reserves the right to extend the date of delivery for a time equal to the period of delay.

6. INTEGRITY OF WORK

Completion of the product shall be determined by the professional judgement of the Seller. Both Parties understand and agree that the design of the products delivered under this Agreement are subject to change based on the Seller's professional judgement and may not be identical in similarity or likeness to the product requested by the Buyer. Under no circumstances does the Buyer reserve the right to withhold or delay payments for a product delivered based on objections to the Seller's professional judgement or design of the product.

7. ACCEPTANCE OF WORK

The Buyer shall have **7 calendar days** to discuss the product delivered or request specific modifications for each segment of the product composition. Should the Buyer's request for a change include an addition or subtraction in the total number of performing members or a change in the accompanying music, the Buyer agrees to pay the Seller **\$20.00** USD per addition or subtraction of a performing member and **\$50.00** USD for each page of the drill affected by the Buyer's change to any supplementary materials as defined in Attachment A.

Failure to inform the Seller of approval or rejection for each segment of the product within **7 calendar days** of delivery will be deemed an acceptance by the Buyer of the last submitted design.

8. TERMS OF AGREEMENT

This Agreement will automatically expire upon completion and delivery of products and services as defined in Section 1 and completion of payment for all products and services in accordance with Section 2 and Section 3, unless otherwise terminated in accordance with Section 9.

9. TERMINATION

Either party may terminate this Agreement by providing written notice to the other party and will be effective immediately upon receipt by receiving party. Any payments received by the Seller prior to termination will not be refunded. Any payment due to Seller for services already rendered at time of termination, but not yet paid, will be paid in accordance with Section 2 and Section 3 of this Agreement. No payment will be made to Seller for services that had not been rendered as of termination.

10. CHANGES TO THIS AGREEMENT

No supplement, modification or amendment to this Agreement will be binding to either party unless the Parties secure the modification in writing.

11. RIGHT TO SUBCONTRACT

The Seller reserves the right to subcontract any and all work under this Agreement.

12. PROPRIETARY INFORMATION

The existence of this Agreement is not considered proprietary by either Party. The terms and conditions of this Agreement are considered proprietary to both Parties and may not be divulged to a 3rd party without the express written consent of the other Party, with the exception of the contents of Attachment A, which may be provided by Seller to a subcontractor for purposes of Section 11.

13. OWNERSHIP, RIGHTS TO USE

Information included as a deliverable under this Agreement is considered to be owned by and proprietary to the Seller, including but not limited to: compositions, drills, and training information. Such information will be treated as proprietary by the Buyer whether marked as proprietary or not.

The Buyer may use the proprietary information (included as deliverables under this Agreement), indefinitely for the purpose of the band programs performances and/or competitions. Under no circumstance will the Buyer provide said proprietary information to a 3rd party or utilize the proprietary information for profit or monetary gain without the express written consent of the Seller.

14. WARRANTY

Proprietary information disclosed under this Agreement is made without any guarantee or warranty.

15. PUBLICITY

The Seller may refer to the existence of this Agreement, its relationship to the Buyer, or any performances or competitions executed by the Buyer while utilizing the products or services provided under this Agreement, for Seller promotional purposes.

16. LIMITATION OF LIABILITY

In no event shall the Seller or its subcontractors be liable in contract, tort, strict liabilities, warranty or otherwise for any special, incidental, or consequential damages.

17. MISCELLANEOUS

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

18. NEGOTIATION AND ARBITRATION

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

19. ENTIRE AGREEMENT

This Agreement, including all Attachments, represents the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral Agreements or representations between the Parties with respect to such subject matter. This contract sets forth the entire Agreement between the parties.

The Parties hereto, each acting under due and proper authority, have executed this Agreement by dual signatures below.

SELLER:

BUYER:

Brandon Wickham

Director of Bands

Full Spectrum Consulting & Drill Design LLC
Company Name

School/Program Name

BUYER:

Band Booster President

School/Program Name

ATTACHMENT A

Products and/or Services to be provided under this Agreement are limited to the below:

1. Product/Service: **Drill Design**

1.1. The Seller will act as a participant in the process of creating a show concept and a broad show outline, and will deliver a product design within **30 days** of receiving all necessary product information as defined in Section 5 of this Agreement.

1.2. Delivery Schedule Date: Drill for each movement of the show will be provided on the dates requested by the Buyer barring any unforeseen circumstances. Delivery dates for the products of this Agreement are as follows:

1.2.1. Part 1 Product Information will be delivered to the Seller by **DATE PROVIDED**. Seller will deliver design product to Buyer **DATE PROVIDED**.

1.2.2. Part 2 Product Information will be delivered to the Seller by **DATE PROVIDED**. Seller will deliver design product to Buyer **DATE PROVIDED**.

1.2.3. Part 3 Product Information will be delivered to the Seller by **DATE PROVIDED**. Seller will deliver design product to Buyer **DATE PROVIDED**.

2. Product/Service:

2.1. Detailed Definition:

2.2. Delivery Schedule Date:

3. Product/Service:

3.1. Detailed Definition:

3.2. Delivery Schedule Date: