



CONCERT RECORDING AGREEMENT

Company	Pacific Rim Sound PO Box 835 Northfield, MN 55057 (507) 301-8599 info@pacificrimsound.com	Client	
Event Description: Time & Location: Rehearsal Details:			

Whereas, Client desires to engage the services of Pacific Rim Sound ("PRS") to record the listed Event, and agrees to be bound by the terms and conditions set out in this Agreement upon acceptance by PRS.

SERVICES TO BE RENDERED

PRS agrees to provide all necessary equipment, personnel, and media to perform the event recording with due diligence, in accordance with accepted practice. Services provided under this contract shall be:

- Travel to event site within 50 miles of Cannon Falls, MN
- Up to two hours recording at event location
- Setup and strike of all PRS equipment
- Up to three hours editing, post-production and CD mastering at PRS facility
- One edited CD of the Event, delivered to Client within a reasonable time following the Event

CLIENT RESPONSIBILITIES

Client shall provide details of the Event no later than one week prior to the Event date; this shall include details of orchestration, staging, and dates/times of dress rehearsals or soundchecks to be held at the Event site, to allow PRS to evaluate equipment and personnel needs and prepare for the Event.

Client is responsible for ensuring PRS access to the following accommodations at the event site:

- 110VAC electrical power (one circuit required unless otherwise specified)
- Reasonable space to setup equipment and microphone stands
- Full access to event site a minimum of one hour before opening of house (two hours preferred)
- Full access during any soundchecks held once equipment setup is complete

FEES

The fee for the above listed recording services shall be **one hundred seventy-five dollars (\$175)**.

CD COPIES

PRS shall make available CD copies of the performance for purchase by members of Client's organization. These copies shall be available at the rate of **twelve dollars (\$12)** per copy, and shall be available for order from PRS by members of Client's organization [purchased in bulk by Client's organization].

COPYRIGHT

Client warrants that any applicable license and/or royalty fees will be paid to their respective owners before sale of any materials covered under this agreement to persons not part of Client's organization. PRS makes no claims of a product's fitness for public sale. Client agrees to indemnify, defend, and hold harmless PRS in any disputes that may arise regarding copyright.

WARRANTY

Client shall promptly notify PRS in writing of any defect in, loss of, or damage to a recording or CD copy of which it is made aware, whether as a result of any test carried out by the Client or otherwise. PRS shall reasonably endeavour to correct any such defects, and to replace such lost or damaged materials, which are attributable to faulty materials or workmanship or the negligence of PRS.

In the event that PRS is unable to reasonably effect such rectification or replacement, its liability in respect of any recording shall be limited to the total amount of the Fee, or price of the CD copy.

TERMS

This Agreement constitutes the entire agreement between PRS and Client, and shall be construed in accordance with the laws of the State of Minnesota. Should any part of this Agreement become void, voidable, or otherwise unenforceable, the balance thereof shall remain in full force and effect.

In the event of Client’s failure to provide PRS with necessary accommodations, PRS shall be absolved of its responsibilities under this Agreement. Should PRS fail to render the agreed services, Client shall be entitled to a prompt and full refund of any Fees paid, or credit on Client’s account, at Client’s option.

Notwithstanding any other term of this Agreement, PRS shall not be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure, including Acts of God, explosion, flood, tempest, fire, war, accident, or power failure.

Applicable state and local taxes shall be added to all Fees, unless Client provides a properly completed Certificate of Exemption (Minnesota form ST3) showing Client’s tax ID number.

Client shall pay the whole of the Fees and any other sums payable by the terms of this Agreement within the specified terms of invoice from PRS. Balances more than thirty days past due shall be assessed a finance charge of 18% per annum.

DECLARATION OF CLIENT

Client declares and warrants (in the knowledge that PRS will rely upon such declarations) that Client has read carefully all the terms and conditions set out in this agreement.

SIGNED

X _____

(date)

(name/title) _____

for _____

X _____

(date)

Joshua D Wyatt, owner/operator, for Pacific Rim Sound