

LANCE AUDIO ENGINEER SERVICES AGREEMENT

Location: _____ Contract Number: _____

Parties:

Client Name: _____

Client Address: _____

Client Contact Info: _____

Engineer Name: _____

Engineer Address: _____

Engineer Contact Info: _____

Recitals:

WHEREAS, Client desires to retain the services of Engineer to provide professional audio engineering services in connection with specified events and/or productions; and WHEREAS, Engineer agrees to provide such services under the terms and conditions set forth herein.

1. Scope of Services

Engineer shall provide audio engineering services as agreed upon by the parties, including but not limited to sound system setup, mixing, troubleshooting, and other related tasks as requested by Client. All services shall be performed in a professional and workmanlike manner.

2. Term and Termination

This Agreement shall commence upon execution and continue until completion of the services or termination by either party upon written notice. Either party may terminate this Agreement for any reason with at least seven (7) days' prior written notice.

3. Compensation

Client agrees to pay Engineer the agreed fee for services rendered as outlined in Exhibit A (Fee Schedule). Payment shall be made within thirty (30) days of invoice receipt unless otherwise agreed in writing.

4. Independent Contractor

Engineer is engaged as an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

5. Equipment and Materials

Unless otherwise agreed, Engineer shall provide necessary audio equipment and materials. Any equipment provided by Client shall be in good working condition and Engineer shall not be responsible for damage or loss of Client-owned equipment.

6. Confidentiality

Engineer agrees to keep confidential all proprietary information, trade secrets, and other confidential information disclosed by Client in connection with the services provided.

7. Intellectual Property

All intellectual property rights in any materials created or delivered by Engineer in connection with the services shall belong to Client upon full payment. Engineer retains the right to use general skills, knowledge, and experience in future work.

8. Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, damages, losses, or expenses arising out of the indemnifying party's negligence or willful misconduct in connection with this Agreement.

9. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of _____ without regard to its conflict of laws principles.

11. Dispute Resolution

Any disputes arising under this Agreement shall be resolved first through good-faith negotiation. If unresolved, the parties agree to submit to binding arbitration in _____ County, _____, in accordance with the rules of the American Arbitration Association.

12. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation of receipt to the parties at their respective addresses.

13. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, government regulations, labor disputes, or natural disasters.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations. Any amendments must be in writing and signed by both parties.

15. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

17. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

19. Compliance with Laws

Engineer agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing services under this Agreement.

20. Signatures

The parties have executed this Agreement as of the date of last signature below.

CLIENT SIGNATURE

ENGINEER SIGNATURE

Signature: _____

Signature: _____

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