



## TERMS & CONDITIONS

### **I. Terms**

The client agrees to contract with CounterMotion for one of the following:

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|--|--|
| 1. Marching Band Music (Wind & Percussion)                 | (\$2,500)                              |
| 2. Indoor Percussion Music                                 | (\$1,000)                              |
| 3. Custom Marching Band Drill (\$20 per spot on the field) | (# of students times \$20 per student) |

### **II. Copyrights / Regional Protection**

[IF PERFORMING ARRANGEMENTS] It is the client's responsibility to obtain any and all copyrights and/or permissions to arrange selected music. CounterMotion is not responsible for copyright infringements from the client. Upon request, CounterMotion may obtain the rights on behalf of the client. Any fees associated with obtaining copyrights will be added to the total cost of the purchased show. Any video or photography obtained by CounterMotion in regards to performing the selected show is the property of the corporation and may be used accordingly. CounterMotion guarantees regional protection with the purchase of music.

### **III. Time Detail**

The client has the right to receive the product in a timely manner. All custom music (wind and percussion) will be delivered to the client as soon as possible. All drill will be completed before that portion is intended to be taught by the client. However, upon receiving the necessary materials from the client to begin the design process, please allow 2 weeks for a completed movement of drill and/or custom music arrangement.

### **IV. Compensation**

The following compensation will be distributed to CounterMotion (Make all checks payable to "CounterMotion"):

1. The final payment for the completed show.
2. Drill rewrites: due to time constraints, a fee of **\$20** dollars per page of drill to be rewritten will be added to the final cost of the show. Drill rewrites occur after a movement of the show is completed and delivered to the client.
3. Music rewrites: all music can be adjusted to fit your needs at no additional cost. However, if the adjustments constitute completely rewriting or adding new material, a fee of **\$100** per minute of new material will be added to the price of that show.

### **V. Liability**

Neither specific designer, nor CounterMotion will be held responsible for injuries incurred from rehearsing or performing the above production. The client agrees to be responsible for all legal fees attained by CounterMotion in the event that full payment is not received in a timely manner.

This agreement represents the full understanding between the parties and there is no other agreement, oral or written, between them.

### **VI. All sales are final. Please contact us with questions before purchase.**