



12266 Timberline Trace South  
Granger, IN 46530  
(574) 273-3112 Toll Free (877) 424-3375  
Fax (574) 968-6427  
www.audiobahnproductions.com  
josh@audiobahnproductions.com

Contract #

This agreement between the undersigned Purchaser of entertainment and AudioBahn Productions, is for the services described below.

1. Place of event (venue):  
Address of event:
2. City:
3. Type of event:
4. Date of event:
5. Total entertainment fee agreed upon is \$ . A non-refundable reservation fee of \$ is required to secure AudioBahn for the event. This amount shall be subtracted from the entertainment fee. The remaining balance of the entertainment fee must be paid in full before the start of your event (unless other arrangements are accepted by AudioBahn **in writing**). Any payments received less than 2 weeks before the event must be by cash, money order, certified check, corporate check, or Credit Card. Personal checks are accepted up to 2 weeks before the event. All checks shall be made payable to AudioBahn.
6. In the event that Purchaser is not satisfied with AudioBahns' services, Purchaser may request a full or partial refund of fees paid to AudioBahn. Such a request must be presented in writing and must include an explanation of the reason(s) for dissatisfaction, suggestion(s) for how AudioBahn may avoid repeating the problem(s) in the future, and the dollar amount of the refund the Purchaser is seeking. AudioBahn agrees to honor reasonable requests **except** when the dissatisfaction is caused by AudioBahns' compliance with other terms of this contract, by Purchaser's failure to comply with the terms of this contract, or by problems with equipment or facilities that are not provided by AudioBahn.
7. The Purchaser reserves the right to control the manner, means and details of the performance of services by AudioBahn at this event. AudioBahn must receive a written event planner or music request list prior to the event for it to be included in AudioBahns' programming guidelines. With or without a planner or request list, AudioBahn shall attempt to play Purchaser's and Purchaser's guests' music requests but shall not be held responsible if certain selections are unavailable. AudioBahn may (at its discretion) buy a limited amount of additional music to satisfy Purchaser's requests, provided that the music requests are received by AudioBahn **in writing** at least one month prior to the event. AudioBahn reserves the right to censor music requests that AudioBahn deems offensive or inappropriate for the event. AudioBahn also reserves the right to choose the sequence of songs played for the good of the majority and the flow of the event.
8. This agreement of AudioBahn to perform shall be excused by detention of personnel by sickness, accidents, riots, strikes, epidemics, acts of God, Force Majure or any other legitimate condition beyond AudioBahns' control. If such circumstances arise, all reasonable efforts will be made by AudioBahn to find comparable replacement entertainment at the agreed upon fees. Should AudioBahn be unable to procure a replacement, **Purchaser shall receive a full refund of all fees paid to AudioBahn**. Purchaser agrees that in all such circumstances, AudioBahns' liability shall be exclusively limited to refunding the fees paid and that AudioBahn shall not be liable for indirect or consequential damages arising from any breach of contract.
9. In the event of non-payment, AudioBahn retains the right to attempt collection through the Saint Joseph County courts. Purchaser will be responsible for all court fees, legal fees, and collection costs incurred by AudioBahn. Purchaser shall be charged \$30 for each bounced check plus a \$7.50 service charge for each collection notice.
10. Purchaser will take reasonable steps to protect AudioBahns' personnel, equipment and music during the contracted period. In the event of injuries or damages resulting from insufficient protection on Purchaser's part (*except in the case of gross negligence on the part of AudioBahn*), Purchaser will be responsible for paying for all of AudioBahns' resulting costs (*including insurance deductibles, medical treatment, and repair or replacement of damaged music and equipment*) that are not reimbursed by insurance.
11. This agreement *cannot be canceled* except by mutual written consent of both the Purchaser and AudioBahn. If cancellation is initiated by the Purchaser in writing and agreed to by AudioBahn in writing, Purchaser will be required to pay (*in addition to the reservation fee*) any unrecoverable costs already incurred by AudioBahn (*but not more than the total fee agreed upon*). Otherwise Purchaser shall be obligated to make full payment of the total fee agreed upon.

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12. The amount agreed upon and shown in line 6 above applies to the times set forth in line 5 of this agreement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated. This agreement guarantees that AudioBahn will be ready to perform at the start time of the event. No guarantee is made as to AudioBahns' time of arrival; however, AudioBahn requests that they be permitted (3) three hours before the start time and (2) two hours after the end time for setup and takedown. If the venue requires setup or takedown in **less** time, or if equipment must be carried up stairs or lifted onto a stage or carried across a lawn or moved over 500 feet to reach the setup area, additional road hands may be required at the published rates effective on the date this contract is signed.
13. In the event of circumstances deemed by AudioBahn to present a threat or implied threat of injury or harm to AudioBahns' staff or any equipment in AudioBahns' possession, AudioBahn reserves the right to cease performance. If the Purchaser is able to resolve the threatening situation in a reasonable amount of time (*maximum of 15 minutes*), AudioBahn shall resume performance in accordance with the original terms of this agreement. Purchaser shall be responsible for payment in full, regardless of whether the situation is resolved or whether AudioBahn resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this performance, AudioBahn reserves the right to deny any guest access to the sound system, music recordings, or other equipment.
14. Purchaser shall provide AudioBahn with safe and appropriate working conditions. This includes, but is not limited to, sufficient space next to the dance floor (*if any*) for AudioBahns' setup(s); a 120-volt electric outlet (3-prong grounded with at least 15 amps available) from a reliable power source near the set-up area, additional electric outlets on SEPARATE circuits for lighting (*if contracted for*); facilities that completely cover and protect AudioBahns' equipment from adverse weather conditions (*direct sunlight, rain, excessive winds, etc.*); crowd control if warranted; directions to place of event; and **free parking suitable for a 7 foot tall full size van and 12 foot trailer**. At least two weeks before the event, Purchaser shall provide AudioBahn with floor plans showing the complete setup of all areas used by the event if at all possible. Purchaser accepts full responsibility and is liable for any damages, injuries or delays that occur as a result of failure to comply with these provisions.
15. Except as otherwise noted below, AudioBahn will provide all of the sound and lighting equipment that it needs to fulfill this agreement. AudioBahn will NOT use or operate sound or lighting equipment provided by Purchaser, Venue, or Purchaser's vendors UNLESS it is explicitly noted below. In any event, AudioBahn will not be responsible for any failures in or caused by equipment that is not provided by AudioBahn.
16. Purchaser shall pay any charges imposed by the **venue**. These charges may include, but are not limited to, parking, use of electric power, ASCAP/BMI/SESAC entertainment fees (*for public events*), overtime before or after the event utilized by AudioBahn for setting up and taking down equipment.
17. The laws of IN State shall govern this agreement. Venue for any legal proceedings brought in connection with this contract shall be Saint Joseph County, IN.
18. Purchaser agrees to defend, indemnify, assume liability for and hold AudioBahn harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (*except for gross negligence on the part of Audiobahn*)
19. Purchaser may not transfer this contract to another party without the prior written consent of AudioBahn.
20. This agreement is not binding until received and signed by AudioBahn. Any changes must be written and signed by both the Purchaser and AudioBahn. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Purchaser and AudioBahn for the event listed above. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.
21. AudioBahn may elect not to exercise rights specified in this agreement. By doing so, AudioBahn does not waive their right to exercise those rights at a future date.
22. Special provisions:
23. Packages:

Date / Signature of Purchaser—I have read and agree to all terms as written in this contract.

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AudioBahn Signature:

