Stephen Alia Visual Design, LLC

Contract for Custom Visual Design

This letter is to serve as the contract for **Stephen Alia Visual Design, LLC** to create a custom visual/drill design for the **Sample High School Marching Band** of Sample, Alaska under the terms described herein.

- 1. Job Description. Mr. Alia (hereafter referred to as the "designer") agrees to design an original show for the 2024 Sample High School Marching Band (hereafter referred to as the "client") as he sees fit. Design decisions will be based upon input from the client's staff and the designer's artistic discretion.
- **2. Reservation Requirement.** This contract must be signed and returned to the designer in advance of the initiation of the programming process, or by <u>January 31, 2024</u>, whichever comes first.
- **3. Payment.** The client agrees to pay the designer the total sum of **\$3,000.00** (three thousand dollars) for the custom drill design described above. This total shall be paid in two installments. A 50% deposit of \$1,500.00 is payable in advance of the initiation of the programming process, or by June 1, 2024, whichever comes first. The final payment of the balance due is payable within 30 days of the client's receipt of the finished product. An invoice for the deposit is included with this contract; an invoice for the final payment will be delivered with the finished product.
- **4. Early bird discount.** In the event that the client's deposit is received on or before February 1, 2024, a \$100.00 credit will be applied to the final payment. If it received on or before March 1, 2024, the credit applied will be \$75.00. If it received on or before April 1, 2024, the credit applied will be \$50.00. If it received on or before May 1, 2024, the credit applied will be \$25.00.
- **5. Cancellation.** If, prior to the designer's completion of the drill design, the client cancels the assignment either because the designs are unsatisfactory or for any other reason, the client must still pay the designer in full.
- **6. Required information.** All the information needed to design the drill must be delivered to the designer before the writing process can begin. The information needed is as follows: 1) scores and recording of the arranged music, 2) final membership numbers and instrumentation of the entire marching ensemble, 3) descriptions of strengths and weaknesses and limitations for all musical and visual aspects of the production, 4) specific show ideas and requests of the director and staff, and 5) anticipated delivery goals for the design for each musical selection in the program. All information regarding the show should be communicated using the BaseCamp application.
- **7. Delivery.** Delivery will be made in installments, based upon the delivery goals provided in section 6 above. The designer always reserves the right to deliver the product sooner than promised. Delivery shall consist of PDF-formatted files containing drill charts and student coordinates, shared through the BaseCamp application and/or digital upload through UDB.
- **8. Revisions.** Due to the fluid nature of the design process, minor revisions to the delivered design are considered normal and will occur without further payment. Major revisions due to changes in membership or other circumstances outside of the control of the designer will result in additional charges as appropriate.
- **9. Honorariums and Travel Expenses.** If Mr. Alia attends, in person, agreed-upon rehearsals or performances there will be a honorarium of \$100 for events up to 3 hours in duration or \$200 for events over 3 hours in duration due from the client. There is no honorarium due for design meetings. For all travel, the client agrees to reimburse the designer for travel expenses that may include, but are not limited to, airfare, train fare, airport parking, rental car or other local transportation, mileage for use of his private vehicle, and lodging. In the event that the consultant visits more than one program during a trip, costs will be appropriately divided between those programs. Airfare or rail fare will be invoiced upon purchase. Other expenses will be invoiced immediately following the end of each trip. All payments are expected within 30 days of invoice.
- **10. SafeSport Certification and Background Checks.** Mr. Alia will provide proof of his completion of the U.S. Center for SafeSport's Training, as required by Winter Guard International, at no additional cost to the client. In the event that further background checks or other documentation are required by the client, the client agrees to reimburse all costs incurred in the regular process of obtaining them.

The signature of the involved parties shall evidence acceptance of the above terms:

Designer's Signature

Date January 19, 2024

Band Director's Signature

Date

Other Signature (Band Booster / Administrator - if necessary)

Date

Please sign and return to:

Stephen Alia Visual Design, LLC 5810 Christiansen Court, Lakeland, FL 33812

Phone: (863) 604-3195 e-mail: stephenalia@gmail.com