



Drill Adaptation Agreement

**Information and Agreement for the
2009 Marching Band Season**

Phone: 1.800.356.4381

Fax: 1.260.459.0615

Marching Show Concepts, Inc.

Adaptation Agreement

For

(School Name)

Director's Due Date _____ (MSC representative will confirm date with director)

Band Camp Date _____

Director Information:

First Name _____ Last Name _____

School Address _____

City/State/Zip _____

School Phone _____ School Fax _____

School Email _____

Home Address _____

City/State/Zip _____

Home Phone _____ Mobile Phone _____

Home Email _____

Summer contact information if different than listed above. _____

IMPORTANT: Ship Drill to...

___ Home, as listed above

___ School, as listed above

___ Other...shipping information listed below

IMPORTANT: Ship Music to...

___ Home, as listed above

___ School, as listed above

___ Other...shipping information listed below

School/Company _____

Attention _____

Address _____

City/State/Zip _____

Phone _____

2nd Contact Person to Director and their relationship to you (in case we cannot reach you)

Contact Phone Number: _____

This page is DUE by April 30, 2009, WITH DEPOSIT

The Agreement

The following information highlights the responsibilities between *Marching Show Concepts* (“*MSC*”) and the Band Program (“Director”). From this information, we can begin to build an artistic, educational, and personal relationship.

In order for the drill to be successfully created, *MSC* and the Directors, are bound together in a cooperative endeavor. Each party agrees to accomplish the following important tasks within the established Adaptation Schedule. Early planning will allow for an earlier Target Date. *MSC* will do all we can to get your materials to you as quickly as possible. In return, we require the submission of your information as early as possible.

Marching Show Concepts will agree to do the following:

1. *MSC* will deliver music arrangements, drill design, and any show options within a mutually agreeable completion schedule.
2. *MSC* will present the design materials in a professional manner, legible, accurate and charted on the Pyware Java 3D software program. The Director will receive the following:
 - Music and Drill
 - Coordinate Sheets
 - Computer Disk or Download (Pyware Java 3D only)

Any other items are at an additional cost to the Director.

3. *MSC* will adhere to the exact integrity of the original design as much as possible making appropriate adjustments according to the Director’s instrumentation. Some alterations of design may occur.
4. *MSC* will offer suggestions if design adjustments become necessary after the final drill design has been delivered.

The Director agrees to do the following: (Please initial each item to indicate your acknowledgement.)

- _____ 1. The Director will provide an accurate count of the band’s instrumentation ASAP but **NO LATER** than **May 30, 2009**. (No extension to this date will be allowed without the approval of *MSC*. **Failure to meet this deadline will result in losing your scheduled completion date.**)
- _____ 2. The Director will properly implement and adhere to this agreement’s financing and payment schedule.
- _____ 3. The Director agrees to provide the specified pages of the agreement with the \$300 deposit to *MSC* by April 30, 2009. **(Should Deposit not be received by this date, *MSC* cannot guarantee contracted school will remain on the production schedule and cannot guarantee requested delivery date.)**
- _____ 4. If there is a change in instrumentation, the Director will notify **MSC IN WRITING** before the show is in production. If the show is already in progress, changes **cannot** be made until after August 15, 2009, along with the additional re-write fee. (see page 4)
- _____ 5. The Director acknowledges and agrees to the terms and conditions stated within this agreement.

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Re-Writes

- ____ 1. Re-writes will only be accepted after August 15, 2009.
- ____ 2. If there is a problem due to an error by *MSC*, the correction will be made at **NO CHARGE** and will be corrected at the earliest possible time within the production schedule. If an Animation Video or DVD was purchased, a new one will be created at no additional charge.
- ____ 3. If there is a problem due to an error by the **DIRECTOR**, there will be a \$20 re-write fee, per page of corrections, due upon completion of the said corrections. If an Animation Video or DVD was purchased, there will be a charge of \$100 for the creation of an additional video or DVD.

*******DATES TO REMEMBER *******

Pages 2-4 & 6-7 are due by April 30, 2009, WITH DEPOSIT.

Note: We cannot place you into the production schedule until completed information is received by Marching Show Concepts.

Page 5 is due no later than May 30, 2009

Note: The completion of your show depends on these pages being completed by due date and is received by Marching Show Concepts as stated by the above due date.

This page is DUE by April 30, 2009, WITH DEPOSIT

Financial Agreement

Financial Terms

1. This agreement is valid only when *MSC* receives and accepts the \$300.00 deposit.
2. The \$300 deposit is applied towards the order total and is required to process your order and ship out your music. (Deposits can be made by check (make payable to *Marching Show Concepts*) or by credit card in which *Marching Show Concepts* will supply Director or responsible financial party with the designated from for this method of payment.)
PLEASE NOTE: Your \$300 deposit is refundable within the first 30 days of *Marching Show Concepts* receiving the contract and deposit. Past 30 days, your deposit is non-refundable as this goes towards the production and royalties that pertain to your order.
3. *Marching Show Concepts* will negotiate delivery date with the DIRECTOR when the deposit is received. **Therefore, the deposit should be sent as soon as possible to guarantee the best possible delivery date.**
4. **The remaining balance due for the field show materials will be paid for through one of the following methods (indicate ONE only).**

_____ Band Booster Organization
Payment will be received the month of _____, 2009.

Booster Treasurer/Check Signer _____
Phone _____
Tax Exempt Number (**REQUIRED**) _____
Address _____
City/State/Zip _____
Email _____

_____ Purchase Order (2009 Budget) – a faxed copy of the purchase order is required as soon as it becomes available.
Purchase Order will be received the month of _____, 2009.

_____ Purchase Order (2010 Budget) – a faxed copy of the purchase order is required as soon as it becomes available.
Budget beginning the month of _____, 2009.

_____ High School Activity Account
Payment will be received the month of _____, 2009.

The following signatures formalize this entire agreement between *Marching Show Concepts* and the Director of Bands at the stated educational facility. Signatures acknowledge agreement with the terms and conditions stated herein. **Please note that the Principal must authorize all payment plans except for the Band Booster Organization option.**

_____ Date _____
Band Director Signature (Required)

Band Director (Print Name)

_____ Date _____
Principal Signature or Authorized Band Booster Check Signer Signature (Required)

Principal Signature or Authorized Band Booster Check Signer (Print Name)

Authorized Purchase Amount (See Page 7 of Contract-Balance Due) \$ _____

PLEASE NOTE: *MSC* agrees to provide the Director whose signature appears above with drill for the DRILL ADAPTATION Agreement, plus any additional items ordered on page 7 of this contract. By signing this agreement, the Director agrees to provide *MSC* with accurate instrumentation and auxiliary numbers by the deadline indicated. In the event the signing Director leaves the school location or position, this agreement is still binding to the Director's successor and all charges must be paid to *MSC* by the authorized signer of the order following delivery of the field show materials. **This is a binding financial agreement with the above listed school system regardless of changes in personnel and or band booster organization.**

This page is DUE by April 30, 2009, WITH DEPOSIT

Financial Agreement

(Continued)

Field Show

Show Title _____

Field Show with Music (original price for music & drill)\$ _____

Drill Adaptation (reference chart below)\$ _____

Includes:

- * Drill – Printed copy of the drill design
- * Coordinate Sheets – Printed copy of the placement of individuals with the drill design
- * Disk or Download (Must have Pyware Java 3D software to utilize files)

Drill Grade Level	Adaptation Fee
Grade 5	\$850
Grade 4	\$750
Grade 3	\$700
Grade 2	\$550
Grade 1	\$400

Animation Video or DVD (\$100).....\$ _____

Lanyard and Coordinate Sleeve (quantity _____ @ \$1.95 each).....\$ _____

Colors: white, black, red, green, purple, royal, and navy

Additional Plastic Sleeves (quantity _____ @ \$0.85 each).....\$ _____

Flag Choreography (check availability)\$ _____

General Effect Handbook (check availability-\$75.00).....\$ _____

General Effect Idea Video or DVD-select one or the other (\$75.00).....\$ _____

Other.....\$ _____

\$ _____ SUBTOTAL
\$ _____ Shipping/Handling
\$ _____ TOTAL
\$ _____ Minus \$300 Deposit
\$ _____ BALANCE DUE

Checks are to be made payable to Marching Show Concepts.

Mailing Address: Marching Show Concepts, Inc. 829 Lawrence, Drive Fort Wayne, IN 46804

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