



Audio Engineering Services LLC
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www.AudioEngineeringServices.com

Gregory G. Davis, Managing Member

Professional Services Engagement

Dear _____,

Thank you for your interest of the professional services of Audio Engineering Services LLC (herein referred to as "AES"). This professional services engagement constitutes our entire Agreement as to the scope of our services, associated fees, other matters related to our services, and supply of our products and deliverables.

1. Description of Professional Services

AES will perform the following services and/or provide the following products / deliverables:

- Services/Products: _____

- Event/Performance: _____
- Date/Time: _____
- Location: _____
- Deliverables: _____

2. Fees; Payment

The fee for the above described services is: _____

Payment of the above fee is due and payable within ten (10) days after the event/performance, or upon delivery of the product(s), deliverable(s), or media. The above fee does not include out-of-pocket expenses incurred in the course of providing the above services, which will be billed to you at our cost.

3. Quality of Services and/or Products

AES prides itself on delivering exceptional quality in our services and products. When real-time live performance and logistical elements are beyond our control, we cannot warrant or guarantee a specific quality standard. AES warrants and declares that every reasonable effort will be made to provide the highest quality services and resulting products. Accordingly, AES will determine the production parameters on its recorded materials.

4. Cooperation

The parties agree to cheerful cooperation and communication for the best possible result within the definition of this engagement. Permission is hereby given to AES to capture images, sounds, descriptions, and data related to the above event/performance, including individuals and groups related to and attendees of the event/performance. It is agreed that AES will have full access to the venue for up to four (4) hours in advance of the event/performance for set-up and preparation, and will have full access to the venue for up to ninety (90) minutes upon conclusion of the event/performance for tear-down and pack-out.

5. Additional Services and/or Products

Other production, post-production, editing, mastering, authoring, and/or media duplication as required or desired which are not described in the above Description for Professional Services are excluded from the scope of this engagement. AES is happy to provide these and other services, products and/or deliverables as an extra to this engagement or in a separate engagement.

6. Termination of Engagement

AES is reserving time for the above Client in order to perform this engagement, thus preventing AES from pursuing other engagement opportunities, Therefore, this Agreement between AES and the above Client can only be terminated up to 7 days prior to the event/performance.

7. Intellectual Property Rights; License Agreement

- The Author owns the work, and any copyrights associated with that work.
- The Artist(s) owns the performance of the work, and any rights associated with that performance.
- AES owns all recordings and media that AES creates, and all rights to recordings and media are hereby reserved. Use of AES recordings and media are by separate license agreement only.

8. Disclaimer; Limitation of Liability

In the unlikely event that AES is unable to provide services due to accident, injury, illness, or other circumstance beyond our control, AES will make every effort to secure a replacement service provider. If a situation should occur and a suitable replacement service provider is not found, AES's liability is limited to the return of all payments received for the engagement. AES takes the utmost care with respect to exposure, transportation, and processing of recordings, media, and data. However, in the unlikely event that recordings, media and/or data have been lost, stolen, or destroyed for reasons within or beyond AES's control, AES liability is limited to the return of all payments received for the engagement. AES bears no liability and will be held harmless for any accident, injury, property damage, or stipulated damages resulting from this Agreement or the performance of the above professional services.

9. Resolution of Dispute Under This Agreement

AES and the above Client hereby waive their right to litigation, and agree to settle any disputes arising from this Agreement by Arbitration under Connecticut Law.

By signature of this Agreement, the signatories certify that they are authorized to enter into Agreement on behalf of AES or the above Client.

Agreed by:

< CLIENT NAME >

_____, _____
Signed Date

Name (Print)

Title

AUDIO ENGINEERING SERVICES LLC

_____, _____
Gregory G. Davis Date
Managing Member