



BRIGHTON BARRINEAU & TREVOR SCHACHNER

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Arranging Services Contract

This Agreement (hereinafter "Agreement"), made by and between Brighton Barrineau and Trevor Schachner (hereinafter "Mr. Barrineau and Mr. Schachner" or "contractor") and _____ and _____ (hereinafter _____, or "client"), is made as of this _____ day of **November 2022**.

WHEREAS, the client is in need of arranging services which are provided by Mr. Barrineau and Mr. Schachner, and which are more particularly described below; and,

WHEREAS, the parties desire to enter into an agreement wherein Mr. Barrineau and Mr. Schachner will provide arranging services as outlined below for the consideration specified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree to the following:

1. **WORK TO BE PERFORMED:** Mr. Barrineau and Mr. Schachner agree to provide the following services:

Drill Design for the 2023 _____ High School Marching Band Program.
2. **COMPLETION DATE:** The Work specified in the preceding section shall be completed on or before: September 30th. The parties agree that the completion date specified herein can be changed upon agreement of the parties, in writing, and the parties agree to honor reasonable requests to change the completion date. Furthermore, delays in presentation of required materials or information to the contractor may cause delay in completion.
3. **MATERIALS:** Upon completion of work, Mr. Barrineau and Mr. Schachner will share materials via Dropbox including the following:

Complete drill charts with performer notes and labels
Individual dot sheets for each student
Video files for each movement of drill
4. **REQUIRED MATERIALS AND INFORMATION:** The client will provide Mr. Barrineau and Mr. Schachner with any required materials and information pertinent to the completion of the services including, but not limited to: **show concept**, instrumentation, demand level, audio recordings, scores, and special requests. Please see drill schedule below for timeline information.
5. **PAYMENT:** The parties agree that Mr. Barrineau and Mr. Schachner shall be paid the sum of **\$3,000.00** for the work specified herein. This sum does not include any potential edits, or expedited fees. The final amount due will be invoiced to the client. Payment shall be made as follows:

Total sum by November 1st

Initials: _____

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6. **EDITS:** As a general rule, any mistakes that are the fault of the drill writer(s) will be fixed free of charge, however, payment for the addition / subtraction of members in the drill *or* substantial re-writes is required. Substantial re-writes will be performed at a rate of **\$75 per hour**. With completed drill, addition of members to drill will be **\$5.00 per page, per additional member**. Addition of members will be free of charge for drill that has yet to be written, however, if the writing process has already started payment will be required. "Minor" edits will be completed free of charge.
 - a. Minor edits include but are not limited to: modifying one page of drill, updates to performance notes.
 - b. "Substantial" edits will be completed at a rate of **\$75.00 per hour**. Substantial edits include but are not limited to: any addition or subtraction of members, pages, or sections of drill longer than one page.
 - c. "Full Rewrites" will be charged based on the following calculation, plus hourly rate:
$$\text{REWRITE} = (\text{HOURLY RATE} * \text{HOURS}) + (\text{TOTAL PRICE} / \text{TOTAL \# OF MVTs}) * (\text{NUMBER OF MVTs REWRITTEN})$$
 - d. Edits will be categorized under the full discretion of the contractors.
7. **INTELLECTUAL PROPERTY:** All shared files (including but not limited to 3DJ, UDB, PDF), videos, and visual elements are the intellectual property of Mr. Barrineau and Mr. Schachner. These files are copyright protected intellectual material not to be distributed, modified, or reused in any way. This provision signifies that the client will receive notation files for editing purposes only, for the duration of the marching season.
 - a. Shared files are used strictly for editing purposes only. **NO DUPLICATION IS PERMITTED FOR ANY REASON.**
 - b. Files must be **PERMANENTLY DELETED** within 10 DAYS of completing the last competition of the season. Client is responsible for confirming files have been deleted.
 - c. Unlawful use includes, but is not limited to: Copy and/or pasting any segments of shared files to separate files, exporting shared files for personal use, attempts to re-sell shared files, permanently deleting shared files outside the 10 day grace period, and any other unlawful use.
 - d. Should any unlawful use of shared files be discovered, Mr. Barrineau and Mr. Schachner are entitled to take legal action, and will pursue damages to the fullest extent of the law. By signing this document, the client assumes all financial responsibility for any legal fees acquired during this process.
8. **MODIFICATION:** This agreement may be modified at any time by the parties; however, all modifications must be in writing and signed by all parties hereto before such modifications shall take effect.
9. **TERMINATION:** This agreement may be terminated by either party, in writing, at any time.
 - a. Termination by Mr. Barrineau and Mr. Schachner: If the contract is terminated by Mr. Barrineau and Mr. Schachner prior to the initial payment, and before any work has been executed, the client is not required to make further payments.
 - b. Termination by the client: If this contract is terminated by the client prior to the commencement of any work specified herein, then the client is not required to make further payments.



If the contract is terminated by the client after work begins, but prior to completion of the first movement, then Mr. Barrineau and Mr. Schachner shall be paid as follows:

Full compensation

If the contract is terminated by the client after work begins and after completion of the first movement, then Mr. Barrineau and Mr. Schachner shall be paid as follows:

Full compensation

10. **ADDITIONAL PROVISIONS:** The following additional provisions are agreed to and shall apply as follows:

11. **GOVERNING LAW AND REMEDIES:** This agreement, and the rights and duties of the parties specified herein, shall be governed by and construed in accordance with the laws of the State of South Carolina. In the event that any party hereto commences any action for the enforcement of this agreement, or any right conferred herein, that party, if successful, shall have the right to recover the reasonable costs incurred in enforcing the terms set forth herein, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written.

Brighton Barrineau, Arranger

Trevor Schachner, Arranger

Date

Date

_____, Client

_____, Client

Date

Date



Initials: _____

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Band Camp Drill Delivery Schedule (First Movement)

Numbers Received	Delivery (+\$0)	Expedited Delivery (+\$500)	Expedited Delivery + (+\$750)
Before 7/1	7/15	7/11	7/7
7/1 - 7/7	7/21	7/18	7/14
7/8 - 7/14	7/28	7/25	7/21
7/15 - 7/21	8/4	8/1	7/28
7/22 - 7/28	8/11	8/8	8/4
After 7/28	Earliest 8/18	N/A	N/A

We will do our very best to respect all requests and work to provide our services in a timely fashion. We know band camp is a busy time of year and we want to make sure we are avoiding any conflicts so we can create a quality product for your students.

We will ensure you have your first movement by the date above. The second movement will follow shortly after and should be in your hands within 7 days of the date above.

For those choosing an expedited option, you will be moved up on our priority list and avoid any potential delays as we work with other clients.



ADDITIONAL SERVICES

Program Coordination & Design (Starting at \$1000)

Our program coordination and design clients will receive start to finish support with all aspects of the design process from initial concept to final product. This includes a show concept, music selections, show pacing, visual design elements (staging notes, flag and prop concepts), and coordination across the design team (think project management for the design process). We will work to create a program coordination and design package specifically for your group within your price range!

☐ I'm Interested!

Music Programing (Starting at \$500)

Our music design process consists of delivering cohesive music selections and music pacing to fit your show concept. We will ensure an educational and entertaining music package!

☐ I'm Interested!

Music Arranging (Starting at \$2500)

We will write effective and achievable music for your band. We specialize in wind arranging for groups of all sizes.

☐ I'm Interested!

Choreography (Starting at \$500)

With multiple years of visual education and choreographing experience, we are able to create effective, and easy-to-learn visuals for your wind section. We will provide video recordings with a detailed breakdown of the counts, and visual responsibilities for the students.

☐ I'm Interested!

Show Reveal/Promo Video (Starting at \$150)

Get your students and community excited for your upcoming show!

☐ I'm Interested!