



Tim Gray – Gray Visual Design
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Custom Drill Design Contract

This contract agreement on _____ (m/d/y) between Tim Gray, hereafter referred to as the “Designer” and _____ (HS) from _____, hereafter referred to as the “Client.”

The following shall be the responsibility of the Designer:

- 1.01. Designer shall provide a custom drill design for marching band for _____ **performers**, consisting of up to _____ **drill sets**, adhering to specifications presented by the Client.
- 1.02. Designer will provide the drill design outlined above through an email containing the 3D Java Drill charts and performer coordinate sheets in PDF format.
- 1.03. The designer will deliver the drill design in whole or segments agreed upon no later than _____.
- 1.04. The Designer will remain available after the product is delivered for further consultation.

The following shall be the responsibility of the Client:

- 2.01. The Client will provide the following, requirements for the design to be done. This shall be provided **6 weeks before** the above deadline (1.03.)
 - a) Completed show profile form
 - b) Winds and percussion scores with and changed or cuts clearly noted in PDF or hard copy format.
 - c) Complete audio recording in MP3 format preferred.
 - d) Video of the group previous year performance.
- 2.02. Client will make copies of drill books and coordinates for staff and performers.

Compensation:

- 3.01. Compensation for drill design shall be the sum of \$40 per performer/dot for no more than 60 drill pages. Numbers from section 1.01.
- 3.02. Drill designs needed beyond 60 pages will have an additional fee of \$3 per dot for each additional 12 pages. (e.g. 72 pages = \$43 per performer)
- 3.03. For the drill design listed above, Client agrees to pay the Designer, the total sum of \$_____.
- 3.04. The total sum listed above is to be paid in the following deadlines:
 - a) \$_____ due 25% retainer with this contract, before service begins.
 - b) \$_____ due 50% July 1, or when 1st half of design is delivered.
 - c) \$_____ due 25% upon final receipt of drill design.

3.05. If all materials (music, performers, recordings, pages, profile form) from the Client are delivered to the designer before May 15, the Client shall receive a 5% discount off the total amount due listed in 3.03 above.

3.06. In the event that the required materials and contract is received by the designer with in 4 weeks of expected delivery a 10% USD rush fee will be applied to the bill.

3.06. All checks and purchase orders will be made payable to Tim Gray or Gray Visual Design.

3.07. The Client will not deduct or withhold any taxes, FICA or other deductions that we are legally required to make from the pay of regular employees. The independent contractor will not be entitled to any fringe benefits, such as unemployment insurance, medical insurance, pension plans or other such benefits that would be offered to regular employees.

3.08. Should travel be needed for the Designer to come to the school, the Client shall be responsible for reimbursement of costs incurred to the Designer, including mileage (government rate), and travel (hotel, airfare).

General Provisions:

4.01. In the event that work is postponed or canceled at the request of the Client, The Designer will retain 25% percent of the total contracted fee described in Article 3.01 and bill pro rata for work completed through the date of that request, payable within thirty (30) days of the Client's notification to stop work. Any amounts above retain fifty (25%) percent of the total fee already paid to The Designer, by the Client will be refunded within thirty (30) days of cancellation. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

4.02. Upon receipt of full payment, The Designer grants to the Client the following rights to the finished Work:

- a) For use in exhibition, public and/or private, with no limitations on territory, for the period of one (1) year.

4.03. The Client shall not sell, loan or transfer the Work to any third party without written permission from The Designer

4.04. The Designer retains ownership rights in whole and/or in part to the original concepts, artwork and any other materials created in the process of making the finished Work for the following usages:

- a) Creation of new material for third parties
- b) To publish the Work for the purposes of advertising with no limitations on territory or time period.

The undersigned agrees to the terms of this Agreement on behalf of his or her organization or business.

Tim Gray _____ Date _____ (Designer)

Client _____ Date _____ (School)