

Contract Agreement

This agreement including the attached items and conditions for the services of musicians for the engagement described below is made the on date _____, 2006 between the undersigned purchaser of music (herein called "Purchaser") and the Shaw Strings (herein called "Virginia Schawacker").

1. **Site name** _____ **phone** _____
Site address _____
2. **Date** _____ **Official start and end times** _____
3. **Rain date (if any)** none
4. Continuous Music (5-minute intermission each hour at 2 times normal hourly rate) or Non-continuous Music (15-minute intermission each hour) **Non-continuous Music**
5. Type of Engagement: **please circle** **wedding ceremony** **cocktail hour** **dinner music**
6. **Shaw Strings please circle** **quartet** **trio** **duo** **solo violin** **harp**
7. **Please substitute flute for 1st violin** _____
8. Overtime price: n/a
9. Payment schedule: (Checks payable to **Shaw Strings**) **\$200 returned with agreement.** Balance can be paid in small installments at the discretion of the purchaser or via www. paypal.com at schawassoc but must be final 1 week prior to the event.

IN WITNESS THEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Print purchaser's full and correct name.
If purchaser is a corporation, full and exact corporate name.

Virginia Schawacker
502 Pomona Hill Drive
West Chester, PA 19382

X _____
Signature of purchaser (or agent thereof)

X _____

Name _____
Address _____

Please fill in the blanks below when you return this agreement – Thanks!)

Phone (H) _____ **D)** _____

Fax number _____ **Brides cell phone** _____

E-mail _____ **Grooms cell phone** _____

ITEMS AND CONDITONS

Virginia Schawacker will make all reasonable efforts to satisfy the purchaser's expectations regarding the content and manner of all music performed, including musical selections and volume levels.

If the Purchaser cancels an indoor or outdoor engagement, the Purchaser will pay the entire contracted price if **written notice sent via certified mail** is not received by Virginia Schawacker at least thirty (30) days in advance of the agreed starting time indicted in paragraph two (2) above.

In the event the Purchaser reschedules an outdoor engagement due to inclement weather, Virginia Schawacker and the Shaw Strings, Inc. will perform at the rescheduled time and date for no extra charge so long as it can reasonably provide an available quartet. In the event an outdoor engagement is rescheduled due to inclement weather and Virginia Schawacker and the Shaw Strings, Inc. are unable to provide a quartet, Virginia Schawacker will refund the balance of the purchase price, but in no event will the deposit -of \$100 be refunded. Once the Shaw Strings, Inc. begin performing at an outdoor engagement in no event will purchase monies be refunded.

Deposits for canceled dates are not refundable.

The starting and finishing times stated herein shall be adhered to. Announcements (including wedding reception and banquet introductions) or incidental music will be provided during the agreed time period only. An agreement to advance the starting time will automatically advance the finishing time. Any time spent in moving equipment during the agreed time period shall be regarded as performance time, not as intermission time.

If the Shaw Strings are to accompany a singer, the singer must furnish the Shaw Strings with the accompaniments in string quartet form in the proper key no less than two weeks prior to the engagement. The Shaw Strings will not be expected to play the mass parts for full masses.

Performance beyond the contracted time is at the discretion of Virginia Schawacker. Agreements to perform overtime must be finalized at least twenty (20) minutes prior to the contracted finishing time. Full payment for all overtime must be made immediately following the completion of the last overtime period. Overtime refers to non-ceremony functions.

Equipment needed for performance will not be set up more than thirty (30) minutes before the starting time, unless special provision is made herein to compensate for dead-time between the set-up period and the performance starting time. Wedding ceremonies are the exception.

The Purchaser will pay Virginia Schawacker a \$30.00 penalty for each check returned for insufficient funds. This penalty will be paid within thirty (30) days of the engagement.

**The Shaw Strings, Inc. will not be required to perform under the following conditions:
(1) being seated in the direct sun, (2) temperatures under 65 degrees, (3) untented during light rain or drizzle.**

All advertising or programs should list the musicians as "The Shaw Strings".

The amount of liability for any performance will be equal to the amount of the contract.

This agreement is subject to proved detention by sickness, accidents, acts of God, or any other conditions beyond the control of Virginia Schawacker or of the musicians scheduled to perform. In emergencies, Virginia Schawacker will be at liberty to replace musicians earlier scheduled.

Signed _____ Date _____