

TERMS AND CONDITION OF CONTRACT
THESE TERMS CONTROL

Client/Buyer's acceptance of goods and/or services shall constitute acceptance of these terms and conditions. Terms or provisions of Buyer's order that are inconsistent with or in addition to Seattle Hand Drummers' (SHD) terms and conditions shall not be binding unless accepted in writing by SHD. SHD's failure to object to any provision contained in a communication from Buyer shall not be a waiver of these terms and conditions. If any terms or conditions of sale are declared by an arbitrator, or court or other body having jurisdiction, to be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect. This transaction shall be governed by the laws of the state of Washington, U.S.A.

PAYMENT

All payments are to be made in USD, US dollars currency.

New Clients *may* be required to provide a valid credit card to complete a booking unless a deposit is made at least 2 weeks prior to event start date.

To fully secure a booking and add your event to the SHD calendar, a non-refundable deposit of 50% of the total due before discounts is required.

100% of the invoiced amount is due in U.S. Dollars prior to the start of any event with the following exceptions:

1. Credit accounts on file with submitted and verified credit card information.
2. A prearranged and firm payment date. All payments made or are scheduled to be made after an event date will incur a \$25 fee.

All payments made after an agreed upon date will be subject to the standard late fee charges beginning the first 24 hours after the agreed upon payment date.

Certain nonprofit organizations, sober support groups, recovery centers and other similar organizations offering assistance to those in need or special education may qualify for specialized payments terms upon request.

Cash, checks and credit/debit payment are considered acceptable forms of payment.

Payments owed without a credit account with SHD are due prior to the start of any event, workshop, and lesson and or scheduled appearances. SHD may modify payment terms if, in its sole opinion, the payment record or financial condition of Client warrants.

LATE PAYMENTS

The term late means in reference to payment, any date following the event starting the first 24 hours after the scheduled event date. Late payments of up to 7 days are subject to a \$25.00 administration fee and \$50.00 thereafter with the addition of a 10% interest per month on the unpaid balance plus late fees.

Prices exclude any tax or duty now or hereafter imposed upon the production, storage, sale, transportation, or use of the products.

CANCELLATION

Orders may not be canceled or rescheduled without written consent and are subject to cancellation or reschedule charges determined by SHD. Day of event cancellations or modifications to agreed event terms are subject to the full contracted total and any additional charges. Additional charges may represent, time, travel, trailer rentals and other rental equipment, talent payments and or booking fees.

We at SHD consider ourselves to be flexible and understand scheduling may change, especially when billed with other artists and performers however, unless agreed upon in writing or per the initial contract, SHD will be guaranteed a minimum of 30 minutes of performance time. Performance time may not start after or exceed the scheduled or advertised event stop time or the agreed upon end time per the initial contract. Any unforeseen scheduling issues, performance additions or delay in performance exceeding the contracted stop time will be billed for additional time at the rate of \$100.00 per hour with a one hour minimum charge for any amount of time past the scheduled and agreed upon stop time.

EXCUSABLE DELAYS

SHD shall not be liable for non-delivery or delay in performance when such delay is directly or indirectly caused by, or in any manner arises from, delay or failure to deliver by SHD's affiliates and suppliers, fires, floods, accidents, riots, war, governmental interference or embargoes, strikes or shortage of labor, or other causes (whether or not similar to those specified) beyond its control. Delivery shall be deemed suspended so long as such causes delay performance. SHD agrees to make, and Client will accept, rescheduling at a reasonable time after remedy of such causes. Quoted weeks ARO are approximate.

DESIGN CHANGES

SHD and its affiliates reserve the right to change workshop and instruction design or specifications at any time without notice.

GOVERNMENT CONTRACTS

If Clients order cites a U.S. Government contract number or is certified under DPAS, Federal Acquisition Regulation (FAR)

Part 12 is incorporated where applicable and as may be required by government statute, regulation and/or contract.

*All clients are required to read and agree to these terms of service prior to booking an event. Contracts are not considered valid until signed and returned to SHD via in person or in emailed form. A copy of these terms will be sent to the client with a copy of the the initial invoice/contract and or a web link will be provided and is also written on the bottom portion of the invoice/contract.

Seattle Hand Drummers® is a not-for-profit organization