



# The Sound of Music

## 2009 PLAY-A-PART FUNDRAISER SILENT AUCTION BIDDING AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of  May 2009 or  June 2009, between \_\_\_\_\_, hereafter known as "Bidder", and Buck Creek Players, Inc., hereafter known as "BCP". The parties to this agreement, in consideration of the mutual covenants and stipulations, set out and agree as follows:

1. It is understood that this Agreement is for the silent auction of the roles in the musical "The Sound of Music" produced by BCP.
2. The Bidder understands that the silent auction opens on Friday, May 29, 2009 and continues until 11:59 p.m. on Sunday, June 14, 2009 and the Director will notify the highest bidders within seven (7) days of the auction's end on June 14, 2009.
3. The Bidder understands that if he/she is the highest bidder for a particular role, the acceptance of the bid by BCP is a binding contract and that the Bidder is obligated to pay to BCP the amount of the bid by the first day of rehearsal and said amount is non-refundable.
4. The Bidder also understands that if he/she is the highest bidder that he/she agrees to accept the role in the production. Accepting the part involves attending all necessary rehearsals and completely executing the part. The Director will provide a rehearsal schedule to the Bidder. In the event that the Bidder does not or cannot participate in the production, his/her bid is not abrogated and he/she is still obligated to BCP for the amount of the accepted bid. In the event that the Bidder cannot complete his/her obligations under this agreement the Bidder is expected to notify the Director within forty-eight (48) hours of being notified of winning the bid in order that the Director can make arrangements with the next highest bidder to assume the Bidder's place.
5. It is further understood that the bid paid by the Bidder is a contribution and tax deductible.
6. It is further understood that there are only four (4) performances: Friday, August 7, 2009 at 8:00 p.m.; Saturday, August 8, 2009 at 2:30 p.m. and 8:00 p.m.; and Sunday, August 9, 2009 at 2:30 p.m.

### INSTRUMENT IS ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be valid or binding; this contract may not be enlarged, modified, or altered except in writing, signed by both parties endorsed on this agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the day and year first above written.

\_\_\_\_\_  
*Signature of Bidder*

\_\_\_\_\_  
*Representative of Buck Creek Players, Inc.*



## BIDDER INFORMATION

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE NO. \_\_\_\_\_

ALTERNATE PHONE NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

***\*Please attach to the top of the Bidding Agreement.***