Performance Agreement Contract

This contract made and entered into this __________ day of ______________, 20__, by and between Bryan Oswalt (DJ Oz), hereinafter referred to as “Artist” and __________________________ (YOU OR COMPANY NAME) and hereinafter referred to as “Promoter.” Promoter hereby engages Artist and Artist hereby agrees to perform at the engagement hereinafter referred to within the Terms and Conditions contained herein.

Date of Event:
Name of Event:
Name/Address of Venue:
Name of Promoter:
Production Company: N/A
Phone number:
Fax number:
Cell number:
Additional contacts Names/numbers:
Name/number of hotel:
Name in which reservation is made:
Artist to be billed as: DJ Oz – Oz Entertainment
E-mail address of designer for logos: N/A

1. Payment

Promoter hereby agrees to pay a fee of ________ US Dollars ($0.00) in cash or cashier’s check for Artist’s performance, including a $100.00 deposit paid no later than Fourteen (14) days before said event. Make checks payable to Bryan Oswalt. Payment is to be made on arrival. Bookings are not confirmed until signed contract and deposit is received.

2. Travel and Accommodations

N/A if under 30 miles

3. Cancellation

Promoter and Artist agree and understand that other than in case of the failure of Promoter to produce these events according to the standards agreed upon herein and aside from an act of God, civil war, illness, inclement weather, flight cancellation or loss of records due to airline or any other natural disasters of which Artist has no control, Artist will be ready and able to perform as per this agreement. If Artist fails to appear for any reasons other than stated above, the deposit will be refunded. Promoter must provide Fourteen (14) days notice of cancellation of event. If adequate notice is given deposit will be refunded. Artist reserves the right to cancel the
performance or renegotiate this contract if there are any changes or if Promoter fails to meet any terms in this agreement. In the event of cancellation outside of said time, Promoter will pay Artist the full guaranteed fee within seven days of the date of performance.

4. **Hospitality/Catering**

Promoter agrees to fulfill any and all artist requests, within reason, in regards to beverage needs for the duration of the event. Promoter further agrees to fulfill any and all Artist requests, within reason, in regards to at least two complimentary and guest admissions if applicable.

5. **Venue/Licensing**

Promoter agrees to provide a secure venue for the event with all necessary permits and licenses to lawfully and safely conduct the event.

6. **Time/Length of Performance**

Artist shall appear and perform on the date and at the venue so designated herein for not less than one (1) hour and no more than five (5) hours unless so agreed by Artist.

7. **Security**

Promoter agrees to be solely responsible for the security of Artist while Artist is on stage or in DJ booth. Promoter shall keep unauthorized persons from entering the DJ booth or stage area. In no event shall more than three (3) persons be allowed in the DJ booth. Promoter is responsible for conduct of the audience and shall provide adequate supervision of any minors attending the performance. Any damages to Artist’s person or property resulting from activities of the audience shall be promoter’s responsibility.

8. **Changes/Breach of Contract**

This agreement may not be changed, modified or altered except by an instrument in writing signed by an authorized representative of both Promoter and Artist. In the event of a breach of contract by the Promoter with respect to the provisions in this contract, the Artist shall be entitled to his agreed guaranteed fee, in full, without obligation to perform. Any legal proceedings to be held shall be conducted in Montgomery, AL.

I hereby agree to all of the above terms and conditions and understand my obligations, and that I am eighteen (18) years or older and authorized to enter into this agreement.

__________________________  ___________________________
YOU OR COMPANY NAME      Bryan Oswalt – DjOz