

DJ PVMA

PERFORMANCE AGREEMENT CONTRACT

THIS CONTRACT (the "Agreement") made and entered into this day (the "Execution Date"),

Execution Date

BETWEEN:

_____ of _____ (the "Client" and Business/Venue)

OF THE FIRST PART

- AND -

Chance B. Trahan
(the "Performer")

OF THE SECOND PART

BACKGROUND:

The Performer is a professional entertainer known as "DJ PVMA".

The Client wishes to engage the Performer subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Definitions

"Gross Ticket Sales" means the total of all proceeds collected or resulting from the Performance.

Business Address of the Performer

Any payments by cheque or money order should be made out to Chance B. Trahan.

The Performer's business address is as follows:

Address: 5205 West Broadway Street #539, Pearland, TX 77581, USA

Telephone: +1-301-842-7862

Email: djpvma@gmail.com

Business Address of the Client

The Client's business address is as follows:

Address: _____

Telephone: _____

Email: _____

Venue

The place of performance (the "Venue") is located at:

Venue Name: _____

Venue Address: _____, _____

Venue Telephone: _____

Performance

The entertainment to be provided by the Performer is generally described as DJ Services (the "Performance").

Date and Time of Performance

The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date

Date, Time and Duration of Show

Date Of Show

Time Slot

Payment

In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer the total of the sum of \$_____, and if applicable, ten percent of Gross Ticket and/or other Recreational Substance Sales, such as, Alcohol or Cannabis.

The Client will charge admission to the Performance at a price of not less than \$_____ per person in advance or \$_____ at the door.

The Client may also permit free admission at its own discretion provided that the number of free tickets will not exceed 33% of the total number of tickets.

The Client agrees to provide the Performer with reasonable access to accounting records demonstrating the gross receipts relating to the Performance.

Deposit

The Client will pay to the Performer \$_____ as an up-front deposit (the "Deposit") by _____. If the Client fails to provide the Deposit promptly by _____, the Performer may cancel this Agreement without further obligation.

Overtime Rate

If and when agreeable to the Client and the Performer, the time of the Performance may be extended at the hourly overtime rate of \$150.00, to be paid prior to the overtime period. Any unscheduled timeslots after both parties sign the agreement that are considered overtime per this agreement may be subjected to a higher rate, but not exceeding 200% of the original rate agreed to.

Performer Expenses

The Client will provide at its sole cost and expense airline tickets for the Performer if the performer requires air travel to reach the area of the Venue.

The Client will provide at its sole cost and expense twenty (20) complimentary tickets to the Performer for the Performance to help spread the word about the performance prior to the event.

Payment of Balance

Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee (For Ex: Percentage of Event Profits) in cash, money order, or online payment.

Cancellation

The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to 4 October 2023. In the event the Performer cancels the Performance under the terms of this section, the Performer will promptly return the Deposit to the Client.

The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to 4 October 2023. In the event of said cancellation, the Performer will promptly return the Deposit to the Client. Cancellation by the Client for any reason later than 4 October 2023 will result in forfeit of the Deposit. Cancellation by the Client later than 4 October 2023 will also require payment of any outstanding balance of the full Fee.

Non-performance by the Client

Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Client will forfeit any Deposit already paid to the Performer.

Sound and Lighting Systems

The Performer will provide all sound and light systems required to facilitate the Performance. The Performer warrants that all equipment is in good working order, and is fit for its purpose. The Performer will designate a representative who will have sole authority in mixing and controlling all sound equipment during the Performance and during each rehearsal. Notwithstanding the above, the adjustment of the volume and sound level of any equipment will be at the sole discretion of the Client.

Security Deposit

The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

Force Majeure

Neither the Performer nor the Client will be held liable for any failure to perform their respective obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labour difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

Sickness and Accidents

The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity of the Performer caused by sickness or accident.

Failure to meet its obligations under this section will result in the Performer returning any and all outstanding deposits to the Client.

No Recording of the Performance

Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement. It is the responsibility of the Client to enforce this provision.

Advertising

The Client will be responsible for all promotion of the Performance. The Client agrees to use its best efforts to promote the Performance through appropriate media. The Performer will not be permitted to promote the Performance in any way without the consent of the Client and will not be allowed to advertise or promote the Performance through any means that is prohibited by relevant statute or that could be construed as offensive.

The Performer agrees that the Client may use the Performer's name, photographs, and other likenesses to promote the Performance. The Performer will provide the Client with copies of the Performer's promotional materials suitable for this purpose. The Client's right to use the Performer's name is limited to the period beginning with the Execution Date and ending upon completion of the Performance or upon cancellation of this Agreement.

Merchandising

The Performer may offer records, CDs, t-shirts, and other such items for sale at the Performance. The Client will provide a suitable area with reasonable visibility and accessibility to facilitate merchandising.

Exclusivity

The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer warrants that the Performer is not under any contract to a third party, and nor will the Performer enter into any such contract, which would preclude the Performer from fulfilling the obligations of this Agreement.

Indemnification

The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

The Client warrants and represents that it has, or will obtain, sufficient personal injury and property damage liability insurance with respect to the activities of the Client, its employees, agents or guests in relation to the Performance.

Permits

The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

Security

The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

Picket Lines

The Performer will not be required to cross a picket line established by a labour organisation at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

Governing Law

This Agreement will be governed by, and construed in accordance with, the laws of England. The Client and the Performer each submit to the jurisdiction of the courts of England for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Arbitration

If a dispute will arise under the terms of this Agreement, any outstanding issues will be submitted to final and binding arbitration in accordance with the statutory rules of that program. If such services are not available, the dispute will be submitted to arbitration in accordance with the laws of England. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within England.

Covenant of Good Faith and Fair Dealing

The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

Miscellaneous Terms

Time is of the essence in this Agreement.

This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.

No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.

The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorised by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

The Client will be responsible for providing suitable power and electricity for the Performance.

It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.

Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Client and Performer have duly affixed their signatures under hand and seal on this day.

Witness

Your Representative

Chance B. Trahan

Date

