



**Foster A. Ridpath**  
900 Sutton Street  
Radford VA, 24141  
(540)818-9040  
fridpath@radford.edu  
www.djlilfos.com

**PERFORMANCE CONTRACT**

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the "Purchaser (Party #1)") and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the DJ Lil Fos)

Cost for services: \_\_\_\_\_ amount to be prepaid to book DJ services: \_\_\_\_\_

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

**1. Performance.** The entertainment to be provided by Talent is generally described as the playback of musical recordings through sound equipment with occasional "DJ" narration (hereinafter referred to as the "Performance").

**2. Venue.** The place of performance is located at \_\_\_\_\_ (hereinafter referred to as the "Venue").

**3. Date and Time of Performance.** The date of the Performance shall be \_\_\_\_\_, 200\_\_ and the time of the Performance shall be \_\_\_\_\_ to \_\_\_\_\_.

**4.** Party #1 will make payments as follows: Deposit of \_\_\_\_\_ to hold the date, remainder payable to the disc jockey during the first two hours of the event.

**5.** Party #1 shall at all times have complete supervision, direction and control over the services provided by this agreement and the ends to be accomplished as long as they are in keeping with accepted professional practices and equipment capabilities.

**6.** The liability of DJ Lil Fos to perform said services is subject to proven detention by sickness, accidents, or any other actions not under its control.

**7.** This agreement may be canceled by either party only on written notice at least 30 days prior to the engagement(s) noted above. The burden of proof of cancellation will be on the canceling party. Cancellation by DJ Lil Fos will result in full refund of all payments. Timely cancellation by Party #1 will result in the refund of all payments received by DJ Lil Fos less the \$50 deposit.

**8.** All payments made towards the obligations stated in this agreement except as outlined in paragraph 7, will be non-refundable.. Party #1 agrees to assume complete liability for all claims of personal injury or property damage arising from the engagement(s) noted herein and hold Party #2 harmless in all such cases, except when caused by an employee/agent of Party #2.

**9.** Party #1 agrees to maintain adequate security in the service and access areas so as to protect the property of Party #2 from theft, vandalism or other damage. Party #1 also agrees to be fully responsible for loss or damage (including weather damage) to equipment used to provide the services noted herein while said equipment is situated on property owned by or under the control of Party #1, except damage caused by an employee/agent of Party #2.

**10.** Party #1 also agrees to supply adequate local power, tables and other requested materials at the venue.

**11.** Additional terms and conditions:

**12.** Purchaser (Party #1) contact information:

Please send this copy of the agreement with the deposit to DJ Lil Fos in order to confirm your date(s). You may make a copy for your own records.

Party # 1 \_\_\_\_\_  
"SIGNATURE LINES"

DJ Lil Fos \_\_\_\_\_