



## PERFORMANCE CONTRACT

This agreement, made on \_\_\_\_\_, 20\_\_\_\_, between **Midnight Express**, (represented by Walter Losinski or Jason Ryan) hereinafter referred to as **ARTIST**, and \_\_\_\_\_, hereinafter referred to as **PURCHASER**, agree to the following:

**PLACE OF ENGAGEMENT:**

**TELEPHONE:**

**TYPE OF ENGAGEMENT:**

**DATE:**

**TIME:**

**COMPENSATION:**

**EMPLOYER ID NUMBER:** 20 – 4087641

The **PURCHASER** will provide or make arrangements for one table to be located within the performance area (30” x 6’ or 30” x 8’) and that at least three separate 20 amperes breakers are within close range of the performance area.

The **ARTIST will not** provide **auctioneer services** (i.e. auctioning of the garter, etc.). However, if audio equipment is needed the **ARTIST** will assist (i.e. use of a microphone).

The **ARTIST** (or designee) shall at all times have complete direction and control over the performance, disc jockey services and **Midnight Express** personnel in order to fulfill the performance requirements of the **PURCHASER** as presented within this contract.

The **ARTIST** shall **NOT** be responsible for failure to perform, if such failure is due to acts or regulations of public authorities, labor difficulties, interruptions or delays of transportation services, acts of God, or other causes beyond the control of the **ARTIST**.

**WEDDING RECEPTION:** The **ARTIST** will make every effort to set up early and provide background music for wedding receptions; however, unless stated within this contract the **ARTIST** is not **obligated** to do so.

- COMPENSATION TERMS:** 1. \$100.00 deposit with return of this signed contract. This deposit is **nonrefundable**.
2. Balance due **before** the performance begins.

Due to fluctuating and unpredictable fuel costs, a fuel surcharge may be applied for events booked over 60 miles beyond the **ARTIST'S** main office. The surcharge is based on the cost of fuel at the time of the scheduled event and will be added to the existing contract.

\$4.50 - \$4.60	per gallon	\$ 30.00 additional
\$4.61 - \$4.71	per gallon	\$ 40.00 additional
\$4.72 - \$4.82	per gallon	\$ 50.00 additional
\$4.83 - \$4.93	per gallon	\$ 60.00 additional
\$4.94 - \$5.05	per gallon	\$ 70.00 additional
\$5.15 - \$5.25	per gallon	\$ 80.00 additional
\$5.36 - \$5.46	per gallon	\$ 90.00 additional
\$5.50 and up		\$100.00 additional

**CANCELLATION TERMS:** Cancellation of this event by **PURCHASER** must be given in writing. If **PURCHASER** neglects to notify the **ARTIST** of cancellation, full payment is expected from **PURCHASER**.

We do hereby acknowledge and confirm that we have read and approved the terms and conditions of this contract as deemed by our signature below:

\_\_\_\_\_  
**(ARTIST)**

Walter Losinski or Jason Ryan  
 723 2<sup>nd</sup> Avenue Northwest  
 P.O. Box 907  
 Beach, ND 58621-0907  
**Telephone:** (701) 872-3798  
**Cell:** (406) 939-2416  
**E-Mail:** [BookIt@MExpressDJs.com](mailto:BookIt@MExpressDJs.com)

\_\_\_\_\_  
**(PURCHASER)**

**Telephone:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_

**NOTE:** Please sign both copies of this contract. Return one copy of the signed contract with deposit specified under compensation terms and keep one copy of the contract for your personal files. ***If one copy of the signed contract and specified deposit is not returned within 30 calendar days of this agreement, this contract is considered null and void.*** Please contact us, if you have any questions regarding the aforementioned terms.

**Thank You for Choosing MIDNIGHT EXPRESS!**