

## Gerald Walker PERFORMANCE AGREEMENT

This Agreement made on \_\_\_\_\_, between OSAT Music International LLC., and \_\_\_\_\_ (“Purchaser”), *Address*, for the services of Gerald Walker (“Artist”) and the undersigned Artist and Purchaser to fulfill respective obligations as described below, as independent contractors.

The Purchaser hereby engages the Artist and Artist hereby agrees to appear and perform at the respective “Event” hereinafter provided with all of the terms and conditions herein set forth including those entitled “Additional Terms and Conditions:”

- |    |                        |               |
|----|------------------------|---------------|
| 1. | NAME OF ARTIST:        | Gerald Walker |
| 2. | VENUE OF ENGAGEMENT:   |               |
| 3. | ADDRESS OF ENGAGEMENT: |               |
| 4. | CITY OF ENGAGEMENT:    |               |
| 5. | DATE OF ENGAGEMENT:    |               |
| 6. | TIME OF APPEARANCE:    | TBA           |
| 7. | LENGTH OF APPEARANCE:  | TBA           |
| 8. | PRICE AGREED UPON:     | TBA           |

Bank wire, certified cashiers check, or cash by the Purchaser shall pay all payments to Artist Management.

Company Info: OSAT Music International, LLC.

Bank Info:

9. **RIDER:** Purchaser shall supply to Artist all requirements as established in the subsequent attached rider: PLEASE SEE RIDER.

10. **FEE:** In consideration of the rights granted to Purchaser hereunder, Purchaser hereby agrees to pay the sum of *Enter Dollar Amounts (\$\_\_\_\_\_)* (the “Fee”). *Enter Dollar Amount (\$\_\_\_\_\_)* to was paid to Artist upon the execution of the original agreement. The remaining *Enter Dollar Amount (\$\_\_\_\_\_)* **of the Fee shall be payable by cash the day of Artist arrives in the city of Engagement of aforementioned “Event.”** In the event that Purchaser refuses or neglects to pay Artist Fee on the day prior to the Engagement, Artist shall have the right to refuse to appear at the Event and shall retain any amounts therefore paid.

11. **VENUE:** The venue of engagement must be no farther then 30 minutes from major airport and the 3-5 star hotel must be no more then 25 minutes from the venue of engagement.

12. **CONTROL:** The Purchaser shall at all times have complete control, supervision, and direction over the venue where Artist is asked to appear and accepts complete liability for any activity and subsequent consequences. The Purchaser expressly reserves the right to control the manner, means and details of the Event as well as the ends by which to be accomplished. The Purchaser, or their agent, shall enforce disciplinary measures for just cause, and carry out instructions as to the selection of the venue and manner of operation. In the event that Purchaser refuses or neglects to perform any of its obligations herein stated, and/or fail to make payment as provided herein, Artist shall have the right to refuse to appear at the Event and shall retain any amounts therefore paid.

13. **ARTIST OBLIGATIONS:** The Artist shall appear at the Event, as requested, and remain for no less than forty-five (45) minutes. The expiration of the hour shall commence upon the arrival of said Artist at the venue, independent of the Purchaser’s failure to adhere to the manifested requirements found in the aforementioned Rider. Security shall arrive at the venue with Artist to evaluate required compliance with stipulations provided in the aforementioned Rider. The Artist, manager, or representative agrees and guarantees to appear for acknowledgement only and will be under no circumstances obligated to remain in excess of one hour.

14. **PERFORMANCE EXCLUSIVITY:** Artist shall be exclusive to purchaser in the specified City of Engagement, and a fifty (50) mile radius, hereof commencing with the dates hereof and ending at the conclusion of

the engagement aforementioned. Artist has the right to appear at after party(s) when the after party(s) are being advertised as a non performance (i.e. hosting, meet & greet, and event appearances).

15. **TAXES:** The Purchaser agrees to prepare and file all tax information required of a person who hires an independent contractor and Artist, and its representatives, also agrees that they have sole responsibility for the payment of any federal or state taxes arising from the monies paid by Purchaser to Artist for appearing.

16. **ADVERTISING:** Purchaser shall be entitled to advertise and promote the presence of Artist at the above mentioned date. Artist acknowledges that Purchaser will rely on the terms hereof in all such promotions and advertising and in flyers to be printed setting forth the name, dates and time of aforementioned appearance. Artist hereby acknowledge and agree that Purchaser may use his name, photograph, and likeness in all such promotions, advertising or other activities used to augment productivity with PRIOR WRITTEN APPROVAL. There must be radio advertisement and promotion for the event done by the Purchaser for the Artist. For any Artist radio interviews, the Artist and his representatives must be notified at least one (1) week in advance for Artist's availability in appearance.

17. **INSURANCE:** Purchaser shall, at its sole cost and expense, carry and maintain a comprehensive liability insurance policy against any claim. Such general liability policy shall have the limit of \$1,000,000 for any one (1) accident, occurrence or claim, including bodily injury, personal injury or property damage.

18. **AUTHORITY TO EXECUTE:** The Event Coordinator and/or manager who is executing this Agreement on behalf of Artist hereby warrants and represents that he has the full power and authority to bind Artist on whose behalf he is executing this Agreement and acknowledges that he is making this representation and warranty with the understanding that Purchaser is relying thereon.

19. **INDEMNITY:** Purchaser hereby indemnifies Artist and Artist's representatives, and holds each of them harmless from any claim, liability, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of any claim, demand or action by a third party which arises from Purchaser's production and promotion of the "Event," except to the extent such claim arises from the negligent actions of Artist.

20. **THE AGREEMENT:** The Agreement of the Artist to appear is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If Artist is unable to appear by any reason beyond Artist control or at the detriment of Purchaser, the amount submitted to secure the appearance of Artist shall be non-refundable, but subject to rescheduling.

21. **MEMBERS OF UNIONS OR GUILDS:** Members of unions or guilds, which may include Purchaser or members of this unit, agree to accept sole responsibility for complying with the rules and regulations of said unions or guilds of which they may be members.

22. **CONTRACT:** This contract constitutes the sole, complete, and binding agreement between the Purchaser and Artist. Artist, his employees and representatives assume NO responsibility or liability as between the Purchaser, Artist or respective venue. Nothing herein contained shall create any association, partnership or joint venture between the parties; it is understood that each party is performing its obligations as an independent contractor.

23. This agreement has been entered into in the State of California, and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of California applicable to agreements entered into and performed entirely within the State of California. The Federal and State courts located in Los Angeles, CA shall have the exclusive jurisdiction over any and all disputes arising from or related to this agreement. Should any portion of this Agreement be found to be invalid or unenforceable in any jurisdiction, it shall not affect the remainder of the Agreement.

24. This Agreement is intended to be fully binding on all the parties hereunder provided this Agreement shall not become effective until formally approved by signature of Artist representation which must occur within two (2) business days from the date hereto and executed by all parties listed. It is contemplated that this Agreement between the parties containing additional terms and conditions customarily contained in agreements of this type (e.g. rights to secure life insurance, indemnities, conduct clauses, protection of trademark, reasonable notice and cure provisions, where appropriate, etc.), all of which shall be negotiated in good faith. Provided, however, that until such more detailed agreement is executed, this Agreement shall remain in full force and effect after the approval of the Artist.

25. Additional Terms and Conditions can be found in the attached Rider.

## GERALD WALKER

### CONTRACT RIDER

**RIDER** attached to, and made part of this Agreement, dated \_\_\_\_\_, between Artist and Purchaser.

The following Rider has been prepared in order to ensure that the Purchaser, Artist and subsequent venue are in full agreement as to realistic expectations. We have prepared this Rider in complete consideration of all parties and their respective needs to enable success.

If you encounter any difficulties that would prevent or alter compliance, please contact a representative at (214) 491-0676. Any revisions that are submitted must be done in writing with the express approval of upper management.

#### 1. ADVERTISING

Purchaser agrees and understands that all advertisements must use the proper spelling and/or correct punctuation of Artist as **GERALD WALKER** and remain in compliance with the Artist Engagement Agreement. Absolutely **NO ADVERTISING** until deposit has been received and acknowledged by Artist as such in written confirmation. There must be radio advertisement and promotion for the event done by the Purchaser for the Artist. For any Artist radio interviews, the Artist and his representatives must be notified at least one (1) week in advance for Artist's availability in appearance. If no radio advertisement and promotion is done by Purchaser, Artist will provide his own radio advertisement and promotion for an additional fee between *one thousand dollars* and *one thousand five hundred dollars* (\$1,000-\$1,500), which is payable on the night of engagement.

**\* VIDEO RECORDING OF THE ARTIST IS NOT PERMISSIBLE WITHOUT MANAGEMENT'S CONSENT, WHICH MUST BE OBTAINED PRIOR TO THE ENGAGEMENT\***

#### 2. GUEST LIST

Purchaser agrees that Artist shall be allowed to provide complimentary admission of no less than (20) guests to be recognized by their presence on a guest list or via accompaniment of Artist. Said guest list will be provided on the day of the Event.

#### 3. SECURITY

Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, Artist crew and personal property. Upon arrival to respective venue, management will evaluate venue to ensure security compliance and will enter venue only upon complete satisfaction. Any failure to reasonably accommodate will forfeit all contractual obligations and terminate this agreement without pecuniary restitution.

#### 4. VIP ROOM OR AREA

Purchaser agrees to provide a clean, reasonably lit, secure VIP room or area inside the venue that will be available to Artist and guests upon arrival and accommodate no less than twenty-five (25) people. Artist VIP room **MUST** be absolutely secured and there shall not be any persons in said VIP room or area until the arrival of Artist. Artist and Artist's authorized guests will be allowed in the VIP area at no charge. **NO** GUEST of Purchaser is allowed in the VIP area, only Artist and his guest.

#### 5. DRESSING ROOM

Purchaser agrees to provide a clean, well maintained, reasonably lit, very secure dressing room. If a venue site does not have a dressing room, then a trailer will be necessary unless Artist is going directly from the hotel to the stage.

#### 6. VIP ROOM HOSPITALITY

- 2-5 Facial Towel -
- 2 Bottles of 1-litre water
- Plenty of ice
- 1 Small Deli & 1 Fruit Tray

**7. PARKING**

Purchaser must provide parking spaces for two (2) vehicles in a location of close proximity to and with direct access to the venue. This parking space will be reserved for Artist for a period of two (2) hours prior to the arrival of Artist and remain until one (1) hour after departure.

**8. MEAL**

A high quality, full course meal is to be provided the day of the event to Artist and Staff

**9. AIR TRANSPORTATION**

INTENTIONALLY DELETED

**10. GROUND TRANSPORTATION-ALL IN**

INTENTIONALLY DELETED

**11. HOTEL / LODGING**

INTENTIONALLY DELETED

**TECHNICAL RIDER REQUIREMENTS**

**Artist shall require a sound check for all performances. This sound check shall be closed to public and all other artists.**

**Artist requires the following:**

**STEREO SOUND SYSTEM OF ADEQUATE CAPACITY TO FILL THE ROOM WITH DISTORTION FREE SOUND**

1. on stage DJ setup w/ two (2) Pioneer CDJ player & DJ mixer
2. One (1) SHURE UHF Wireless Microphones w/ Beta 58 capsules
3. Two (2) Hardwire back-ups w/ Beta 58 capsules
4. Four (4) Bi-amplified Stage Monitors

**SOUND COMPANY SHOULD PROVIDE ADEQUATE SOUND SYSTEM TO ACCOMMODATE THE CAPACITY OF THE VENUE WITH ITEMS SUCH AS THE FOLLOWING:**

1. At least four (4) DI boxes
2. One (1) 8 Channel stage mix
3. One (1) 48 Channel house mix (described below)
4. One (1) CD player
5. Three (3) smoke machines (UPON REQUEST)
6. Two (2) backup lead vocal wireless mic
7. Adequate lighting system

**CONSOLE**

Stereo System Configuration - 32x8x2. 48 input channels with at least three (3) bands of parametric EQ per channel. High pass/Low cut filter on each channel. Inserts on all microphone channels. Six (6) aux (effects) sends per channel (if a separate stage monitor mixer is not available, at least four (4) of these sends should be switch able to pre-fader position for stage monitoring). Eight (8) sub group mixes. Two (2) auxiliary return inputs (with EQ preferred). Preferences: Midas H3000, Yamaha, Soundcraft, Allen and Heath

**PROCESSING GEAR**

- 1 Stereo 31 Band Eq. (DBX) Klark Teknik (BSS, Ashley)
- 2 Stereo Compressor Limiter (DBX 160XT)
- 4 Insertion Compressors (DBX160, DBX 1046,
- 4 Avalon 737 Mic Pre

**SPEAKERS**

3 or 4 way Processed (JBL, Vertec Linarray, V Dosc, EAW, Yorkville TX8 and TX9, Processors Preferred DBX 4800, DBX 480, DBX Driverack 260

**MONITOR SECTION**

1. Monitor Console Preferred (Midas, Yamaha, Soundcraft, Allen And Heath 2. 2 3way Side Fields (2 inch horns, double 12 or 15 mids, and double 18 subs between 6 & 4 biamp monitors up front (15 & 2 inch) Sound Company Must Provide Competent Monitor Engineer

Accepted and Agreed,

\_\_\_\_\_  
One Step at a Time Music, LLC.

\_\_\_\_\_  
Purchaser