

## CONTRACT OF SERVICES

This Agreement is made January 14, 2021, by and between:

**BIANCHI SOUND** (Hereinafter referred to as "SOUND COMPANY")  
2770 Portola Way  
Sacramento, CA 95818  
916-201-5847

AND

**Davis High School** (Hereinafter referred to as "CONTRACTOR")  
315 W. 14<sup>th</sup> Street  
Davis, CA 95616  
916-757-5400

It is mutually agreed between the above parties as follows:

1. CONTRACTOR engages SOUND COMPANY to provide a complete sound system to CONTRACTOR at the following location:

VENUE: Davis High School Graduation,  
DATE: June 11, 2021  
LOAD IN TIME: 7am  
PERFORMANCE TIME: Rehearsal 8:30am  
EVENT TIME: 7pm-9:30pm

2: CONTRACTOR agrees to pay SOUND COMPANY \$2460.00 in cash or business check made payable to BIANCHI SOUND as follows:

- a) Non refundable deposit: \$0
- b) Balance: \$2460.00 no later than one hour prior to the scheduled performance specified in section 1. All payments due hereunder shall be made by CONTRACTOR without deductions of any sort whatsoever. The amount specified shall be the minimum charge and will remain in effect, regardless of changes in programs and/or engagements, subject to Section 3 below.
- c) For payment by credit card, add a processing charge of \$140.00, for a total payment of \$2600.00

3: This agreement may be terminated by either party by thirty (30) days written notice prior to the date of performance as set forth in Section 1 above given the other party at the address of said party, set forth above.

Upon any cancellation by CONTRACTOR during the period commencing twenty-one (21) days from the date of the performance and ending on the date two (2) days to the performance, CONTRACTOR agrees to pay SOUND COMPANY as liquidated damages and not as a penalty an amount equal to fifty percent (50%) of the total contracted amount as set forth in Section 2 above, which sum represents a reasonable

endeavor by the parties hereto estimate a fair compensation for the foreseeable losses that might result from such cancellation.

Upon any cancellation by CONTRACTOR during the period commencing two (2) days from the date of the performance and ending on the date of the performance, CONTRACTOR agrees to pay SOUND COMPANY as liquidated damages and not as a penalty an amount equal to the total contracted amount as set forth in Section 2 above, which sum represents a reasonable endeavor by the parties hereto estimate a fair compensation for the foreseeable losses that might result from such cancellation.

4: The parties hereto agree that SOUND COMPANY shall not be liable for any loss or damages due to delay or impossibility of the performance of SOUND COMPANY'S obligation under this Agreement arising from any act of God, fire, earthquake, strike, labor disturbance, civil commotion, act of government, its agencies or Officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, or employees affecting SOUND COMPANY or the industry in which it is engaged, or delays in the delivery of materials and supplies. Further, SOUND COMPANY agrees to use its best efforts to perform in a timely manner, even if an event herein shall occur.

5: If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any relief to which it may be entitled.

6: This Agreement shall be deemed to have been made in the state of California, and its validity, construction, performance, breach, and operation shall be governed by the laws of California. No change or modification of this Agreement shall be effective unless in writing and signed by the parties hereto.

7: Additional Terms and Conditions of this Agreement are set forth below and are hereby incorporated into this Agreement, and by this reference made a part hereof.

By execution hereof, the undersigned hereby certifies that he has read this Agreement including the additional Terms and Conditions, and that he is duly authorized to execute this Agreement on behalf of Contractor.

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**Bianchi Sound**

DocuSigned by:

*Amari Watkins*

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**Davis High School**

\_\_\_\_\_  
**Date**

2/10/2021

\_\_\_\_\_  
**Date**

Amari Watkins, Associate Superintendent of Business Services