

**CONTRACT NAME: AGREEMENT BETWEEN TALON ENTERTAINMENT AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between Talon Entertainment and DJUSD is to provide audio-visual services at the graduation ceremony for DaVinci Charter Academy on June 7, 2018 at the Davis Senior High School Gym.

**FISCAL IMPACT:** This expense is included in the site budget for graduation.

# TALON

ENTERTAINMENT

Davis, CA Business License #0036961/12-00041844  
1520 E Covell Blvd. B5 #231  
Davis, CA 95616 U.S.A

530-601-9690  
info@talonent.com

## Contract For Event Services

This is an agreement between Timothy Kerbavaz (DBA 'Talon Entertainment') (Provider) and The Davis Joint Unified School District, the Purchaser of the above named services (Purchaser).

1. **DEPOSIT** Services not confirmed until Provider has received a deposit equalling 50% of the estimate total, unless other arrangements have been made explicitly in writing.
2. **PAYMENT** Purchaser agrees to pay total balance in full within the payment terms specified on invoices.
  - 2.1. All discounts listed on proposal, estimate, or invoice are based upon payment of all invoices within specified terms. Any late payment will void all discounts, including discounts applied to prior payments toward this contract.
  - 2.2. If any invoice is not paid when due, interest will be added to and be payable on all overdue amounts at a rate of 2.0 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Purchaser shall pay all costs of collection, including without limitation, reasonable attorney fees.
3. **ALTERATIONS** In the event of any alterations, additions, substitutions or deviations from the equipment and/or schedule specification, as stated in this contract and signed estimate, any changes involving extra costs in equipment or labor will be subject to additional charges to be paid by Purchaser due with final payment.
  - 3.1. Requests for extension of above listed services beyond the contracted time period and which are granted by Talon will be charged at the rate of \$50 per technician per hour
  - 3.2. Additionally, if any technician shall work more than 8 hours within a 24 hour period then that technician shall be billed at 1.5 times the labor rate for all time after 8 hours but less than 12 hours. All time after 12 hours shall be billed at 2.0 times the labor rate.
  - 3.3. Any additional equipment requested beyond that listed above will be charged at the regular full rental price for that item or items. Any required setup and tear down time for additional equipment, or any additional technician time required for additional services requested will be billed at a rate of \$50.00 per technician per hour, or at the overtime rate if applicable.
  - 3.4. Requests for additional equipment or services are granted at the sole option of Talon and its authorized representatives.
  - 3.5. Additional costs associated with extensions of services or additions of equipment that are requested more than 48 hours to the event must be agreed to in writing or electronic mail communication by Purchaser.
  - 3.6. Any additional costs associated with extensions of services or additions of equipment that are requested less than 48 hours before the event and/or after event setup has begun will be considered agreed to and billable if such additions or extensions are requested and/or agreed to verbally by purchaser of record.
  - 3.7. Any additional charges associated with services or equipment not included in pre event or day-of event payments will be invoiced after event, and are due and payable within terms specified on invoice. A description of any additions or extensions will be included on the post-event invoice.
4. **CANCELATIONS** Services may be canceled for any reason without penalty up to 90 days prior to event. If purchaser cancels service less than 90 days before event, purchaser forfeits entire deposit. If no deposit was collected, and services are canceled less than 90 days before event date, purchaser owes 50% of the total cost of services agreed to above. Purchaser agrees to pay full amount of this contract, if engagement is

cancelled less than 10 days before event or after Provider or any subcontractors have in any way begun execution of this contract.

5. **LIABILITY** Purchaser agrees to accept full responsibility for any loss to due to theft, accidental or wanton destruction, acts of violence, riots, demonstrations, adverse weather, or any other unforeseen circumstance possible that is due to negligence on the part of Purchaser or Purchaser's representatives, and to compensate Provider at an amount equal to the rental charge for the period which Purchaser agreed to lease the equipment and replacement value for all damaged or stolen equipment. Additionally, The purchaser does agree to indemnify and hold harmless the Provider from any and all liability, loss, damage, costs or expenses which are sustained, incurred, or required resulting from events beyond the reasonable control of the Provider.
6. **WARRANTY.** Provider shall provide its services as described above and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's industry and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects. Provider makes no other warranties or guarantees.
7. **SECURITY.** Purchaser shall keep facility clear of all unauthorized persons during load-in, set-up, breaks, equipment checks, rehearsals, and load-out. Purchaser will provide adequate security to safeguard all equipment, personnel and operation of the performance and at any time when Provider's equipment is to be left unattended overnight or longer periods, Purchaser shall employ whatever security measures necessary to satisfy the Provider.
8. **PARKING.** Purchaser agrees to provide, at no cost to Provider, legal, safe and suitable vehicle unloading within 200 feet of the venue for one or more vehicles and to provide, at no cost to the provider, legal, safe, and suitable parking arrangements within short walking distance of the venue for Provider's vehicles and vehicles of all of Provider's technicians for the duration of the event, from load-in through load-out, and will allow Provider and Provider's staff continuous access to parking areas and vehicles throughout the duration of Provider's time onsite.
9. **POWER.** Production equipment requires consistent, regulated electrical power. If, at Provider's sole determination, the event venue cannot provide adequate power for the electrical needs of this production, Purchaser agrees to cover the full cost for adequate Provider to supply power generation and distribution equipment. If such cost is not enumerated in the above proposal, such cost is in addition to the costs listed. If such costs are declined by the Purchaser, it will be considered a cancelation of this agreement by Purchaser. If venue power is determined to be adequate before the event, but power availability is inadequate or unreliable on day-of-production due to changes in power availability or mis-representation of venue systems by venue staff, purchaser agrees to hold Provider harmless for any changes or discontinuation of services due to loss of or inadequate power and purchaser will remain liable for full amount of this contract.
10. **WEATHER.** In the event Provider is called upon to provide services outdoors, Purchaser shall employ, at no cost to Provider, whatever method necessary to protect Provider staff and equipment from unfavorable or dangerous environmental conditions. In the event of rain, or winds in excess of 25 MPH, Provider reserves the right to lower and/or strike equipment, whatever method Provider deems necessary to preserve safety. Purchaser shall save Provider harmless from all liabilities and claims resulting from the withdrawal of services.
11. **SCHEDULE.** Purchaser shall supply a detailed and accurate schedule of activities and performances throughout the day of the event. This shall be supplied to Provider at least one week prior to the event.
12. **BREAKS AND FOOD AND BEVERAGE.** Purchaser shall provide food and beverage to Provider's staff on day-of production, or, if food and beverage cannot be provided, Purchaser shall allow and schedule for a full one hour off-site lunch for all of Provider's staff per 5 hour period during the production day. Food and beverage for Provider staff on onsite setup days before the event date, on onsite strike days after the event date, or on event dates before and after Provider staff are onsite at venue are not the responsibility of Purchaser, but Purchaser must allow adequate meal breaks during setup or strike periods, no less than one 30 minute break for each 5 hrs of time onsite.
13. **ACCESS** Purchaser will provide full access to stage, back stage, docking area, elevators, audience and any other area required for Provider to provide its services.
14. **PERMITS AND LICENSES** Purchaser agrees to provide, at no cost to Provider, all necessary permits, licenses and authorizations from any private and/or government agencies, bureaus, and departments (Federal, state, and local).

15. **OWNERSHIP.** Provided equipment is, and at all times shall be and remain the sole and exclusive property of the Talon Entertainment or its suppliers; and the Purchaser shall have no right, title, or interest therein or thereto except as expressly set forth in this lease.
16. **OPERATION** Purchaser agrees to operate provided equipment only in accordance with prescribed instructions and standards for professional usage, and to permit only qualified personnel to operate it. Any damage to Talon provided equipment or Talon owned property that is caused by mis-use or mis-handling by Purchaser or mis use or mis handling by Purchaser's guests shall be the responsibility of the Purchaser, and such damaged equipment or property shall, at the sole option of Talon Entertainment, be repaired by a qualified service professional or replaced at Purchaser's expense.
17. **REPAIRS** Purchaser agrees not to permit repairs of the rented equipment, internal or otherwise, beyond cleaning and maintenance, and agrees to return the rented equipment in good working order. Purchaser shall notify Talon of the need for repair and maintenance or replacement parts. The cost of necessary repairs or damages or use beyond normal wear and tear will be borne by Purchaser, whether performed by Talon or at Talon's sole option by a qualified service professional. Purchaser additionally agrees to pay a reasonable cleaning charges for equipment returned dirty.
18. **LAWS AND REGULATIONS** Purchaser agrees that it shall not permit the rented equipment to be used in violation of any Federal, State, or Municipal laws or regulations, and holds Provider harmless in all such matters.
19. **SUBLEASING** Purchaser shall not assign this lease or sublet any portion of the leased equipment without prior written consent of Provider.
20. **WAIVER OF DAMAGES** Acceptance of the return of rented equipment is not a waiver by Provider of any claims it might have against Purchaser or any waiver of claims for latent or patent damages done to rented equipment.
21. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
  - 21.1. The failure to make a required payment when due.
  - 21.2. The insolvency or bankruptcy of either party.
  - 21.3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
  - 21.4. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
22. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. Provider's liability to Purchaser is limited to the amount of this contract.
23. **EQUIPMENT RETURN.** Upon Termination of this contract, Purchaser shall immediately return any leased equipment to Provider as provided herein. If not so returned, Provider shall have the right to take possession of any and all items of equipment, without demand or notice, wherever same may be located, without any court order or due process of law. Purchaser hereby waives any and all damages occasioned by such taking of possession.
24. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, failure of venue-provided electrical power or other utilities, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
25. **HEADINGS.** The headings contained in this Agreement have been inserted for the convenience of reference only and shall in no way restrict or modify any of the terms or provisions hereof.

26. **GENDER AND PLURALS.** Whenever in this Agreement the context may require, the masculine gender shall be deemed to include the feminine and/or neuter, and vice versa, the singular to include the plural, and vice versa.
27. **BINDING** This agreement shall be binding upon, and shall inure to the benefit of the respective legal representatives, successors and assigns of Provider and Purchaser. Purchaser or Provider may not voluntarily or involuntarily assign, pledge, sell or in any way transfer or alienate this agreement without the prior written consent of other party.
28. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
29. **AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
30. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.
31. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
32. **STRICT PERFORMANCE** The failure of the Provider at any time to insist upon strict performance by Purchaser of any condition and/or term of this agreement shall not be construed as a waiver of the Provider's right to thereafter demand strict compliance with all terms and conditions of this agreement. Time is expressly made as the essence of this contract.
33. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
34. **ATTORNEY'S FEES** In the event that either party to this contract is obliged to commence legal proceedings against the other with respect to this contract, for any reason whatsoever, non-prevailing party shall pay any and all reasonable attorneys fees and all court costs resulting from that action.
35. **FACSIMILE AND ELECTRONIC SIGNATURES.** The signatories hereto may execute their respective signature pages by facsimile, electronically scanned counterpart, other electronic means of transmission, each of which shall be deemed an original and binding upon the signatory as is if an original.
36. **SIGNATORIES.** This Agreement shall be signed on behalf of Purchaser by \_\_\_\_\_, \_\_\_\_\_ and on behalf of Talon Entertainment by Tim Kerbavaz, Owner and effective as of the date first above written.

Client

Provider

By:

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Signed Date

# TALON

ENTERTAINMENT

## Proposal

September 28, 2017

**Prepared For:**  
DaVinci Charter Academy

1400 E. 8th Street  
Davis, CA 95616

**Prepared By:**  
Tim Kerbavaz  
Talon Entertainment  
510-601-9690 x101  
tim@talonent.com

Da Vinci Gradation Team,

It is my pleasure to present the attached proposal to provide Audio-Visual Services for the DaVinci Charter High School Graduation ceremony on June 7th, 2018 at the Davis Senior High School Gymnasium.

Based on the success and lessons learned from the 2016 graduation, I have proposed below a duplication of the Audio-Visual system used in 2017, with, at your request, the addition of an assistive listening system for the hard of hearing.

This system will combine Talon-provided audio and video equipment with the audio system at the DHS gym to provide audio reinforcement of live speech for the speeches, awards, and presentation of graduates, and provide playback of video with audio for the individual graduate video clips. This proposal includes sound equipment and microphones, an assisted listening system with 6 receiver units, video projectors and screens, video switching, a lectern, and lighting for the stage.

Please let me know if you have any questions about this proposal, or if you need other support or services.

Sincerely,



Tim Kerbavaz  
Talon Entertainment

06-09-2017



QUOTATION

CLIENT: Davis Joint Unified School District
ADDRESS: 526 B Street Davis CA 95616
PHONE: (530) 757-5300
EMAIL:
NUMBER: EST-0000003062
YOUR REF:

Talon Entertainment
1520 E Covell Blvd
Ste B5 #213
Davis CA 95616
www.talonent.com
Tim Kerbavaz
530-601-9690 x101
tim@talonent.com

Da Vinci Charter High School Graduation 2018

Table with 4 columns: Rental, Deliver, Setup, Use, Takedown, Collect. It details the schedule for equipment rental, delivery, and collection for the graduation event.

Table with 3 columns: SERVICE, DESCRIPTION, TOTAL. It lists items such as Video equipment (Fast Fold Dress Kit, Screen, Switcher, TV, etc.) and Computers (Dell PC Laptop, Apple Macbook Pro) with their respective costs.

06-09-2017

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SERVICE	DESCRIPTION	TOTAL
Audio	1 x Mackie DL1608 Digital Mixer in Road Case 1 x Audio Technica Gooseneck Microphone 1 x Shure ULX-S Wireless Microphone - Hand Held 1 x Audio Snake 8 Channel 2 x Shure SM57 Microphone 2 x Tripod Microphone Stand with Boom 1 x Listen Technologies CC-22 Assistive Listening System Transmitter 6 x Listen Technologies Assistive Listening System Receiver 6 x Listen Technologies Headset for Assistive Listening System 4 x Listen Technologies T-Coil Neck Loop for Assistive Listening System 1 x Audio Cable Package	\$260.00
Lighting	4 x ETC Source 4 Spotlight 2 x Light stands - Adjustable 2 x DMX Dimmer 1 x Stage Setter 8 DMX Light Board 6 x 12-watt x 7 LED PAR Stage Light (RGBAW-UV) 1 x Wireless DMX 1 x Power Cable Package	\$243.00

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Table with 3 columns: SERVICE, DESCRIPTION, TOTAL. Rows include Staging, Crew, Transport, and a summary section with DISCOUNT, SUBTOTAL, TAX, and TOTAL.

Handwritten signature/initials 'SSB' in a circle.

06-09-2017

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