

**CONTRACT NAME: AGREEMENT BETWEEN FIREHOUSE
ENTERTAINMENT & EVENT RENTALS, LLC AND DAVIS JOINT UNIFIED
SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This contract is to provide disc jockey and Master of Ceremony services for the Davis Senior High School dance scheduled on March 15, 2019, from 8:00 p.m. to 11:00 p.m.

FISCAL IMPACT: The cost of these services is paid by Davis Senior High School Associated Student Body Funds

FIREHOUSE ENTERTAINMENT
CONTRACT FOR SERVICES

The following is a contract for Disc Jockey and Master of Ceremony services to be delivered by **Firehouse Entertainment & Event Rentals, LLC**, hereafter referred to as "FHE", to **Davis Senior High ASB**, hereafter referred to as "Client," for a school dance Spring Ball on March 15, 2019 at Davis Senior High School.

The show will begin no later than **8:00 p.m.** and will end at **11:00 p.m.** (for a total performance time of 3 hours), unless otherwise agreed upon by FHE and Client. Set-up will be completed no less than 15 minutes prior to the start time.

The fee for this event will be **\$350.00**. If the show must go longer at the request of the Client and agreed upon by FHE or its representatives, a fee of \$200 will be added for each additional hour of services.

FHE will provide:

- 1.) a minimum of one (1) qualified DJ/MC for the duration of the show including set-up and take down of all the equipment.
- 2.) all needed music players, speakers, cables, cords, and basic dance lighting.
- 3.) appropriate music for the event, venue and guests.
- 4.) no less than one (1) microphone for DJ use.

Client will provide:

- 1.) two 3-pronged, grounded outlets for equipment use by FHE representatives.
- 2.) an area approximately 10'x10' for the set up of FHE equipment.
- 3.) a reasonably safe environment for the FHE employee and equipment, free from damage, theft or abuse from guests/patrons while performing at the event.

A full payment of \$350.00 will be paid by the Client within 15 days of the event date. Payment will be considered late on December 16, 2018. Any late payment made after that date without a prior agreement, Client will be charged an additional \$250.00. Any bounced/returned checks will incur a \$25 fee.

If the Client cancels the event at any time after booking, a fee of \$100 will be due.

In the event of a problem which causes the immediate termination of the performance, i.e.. stolen/catastrophic damage to equipment by a patron or attendee, event closed by law enforcement, etc. the Client will be responsible for the full cost of

the show, regardless of the amount completed. If the equipment failure is the result of mis-use or ill repair by FHE, Client will be refunded any amount paid to FHE for that event. In the event of willful or negligent damage or destruction to FHE equipment by Client patrons or staff, Client will be responsible for the repair or replacement of the affected item(s). FHE employees will make every reasonable effort to ensure that all equipment is protected from abuse and/or damage by the event patrons or attendees.

Copyright law requires that a license is obtained for any public performance "open to the public or at a place where a substantial number of persons outside the normal circle of family and its social acquaintances are gathered." Client warrants that they have obtained the necessary copyright license for public performances pursuant to this contract. Client agrees to indemnify FHE for any liability, including reasonable attorney fees and costs, on any claim of copyright infringement arising out of public performances pursuant to this contract. Weddings, school functions, and private parties are exempt from having to procure any copyright licenses.

This contract constitutes the entire agreement between both parties and no other prior or subsequent terms of any kind will be binding unless in writing and signed by both parties (or their authorized representatives).

The undersigned agree to the above terms and conditions.

Kacie Tuck
Firehouse Entertainment & Event Rentals, LLC

Date



Davis Senior High School ASB

2/7/19

Date