

**CONTRACT NAME: AGREEMENT BETWEEN HYATT REGENCY
SACRAMENTO PSAV AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides audio visual equipment and event technology support on May 11, 2019, for the Davis Senior High School Senior Ball at the Hyatt Regency Sacramento.

FISCAL IMPACT: Associated Student Body Class of 2019 funds pay the cost of this agreement.



Hyatt Regency Sacramento
 1209 L St
 Sacramento, CA 95814
 Tel: 916.321.3681

Currency: USD Page 1 of 4

Quote # 1310-9697

HRS Social
Attn: Mikayla Fregoso
315 W 14th Street
Davis, CA 95616

Contact Name:	Mikayla Fregoso	Show Date(s):	05/11/2019 - 05/11/2019
Email:	mfregoso@djud.net	Show Name:	Davis Senior High School
Quote No:	1310-9697	Show Location:	Hyatt Regency Sacramento 1209 L St Sacramento, CA 95814
Sales Representative:	Casey Shearn	Delivery:	05/11/2019 05:30 PM
Hotel CS Manager:	Heather Foreman	Pickup:	05/11/2019 11:59 PM
Hotel Sales Manager:	Heather Foreman	Conveyance Method:	Pickup
		Billing Method:	Master

05/11/2019 - DRO #1310-21755

Regency Ballroom - Power & Wi-Fi
Relates to Job(s): 1310-24848

Equipment And Sales

Qty	Item Description	Rate	Subtotal
	<i>High Speed Internet Access</i>		
5	Simple Wi-Fi (<25/User)	\$15.00	\$75.00
	<i>Power</i>		
1	Power Drop Three Phase 20 Amp	\$215.00	\$215.00
Equipment And Sales Subtotal			\$290.00

Labor

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
	<i>Labor</i>								
Saturday, May 11, 2019									
1	Electrical Tie In	\$110.00	\$0.00	\$0.00		1.00	0.00	0.00	\$110.00
1	Electrical Disconnect	\$110.00	\$0.00	\$0.00		1.00	0.00	0.00	\$110.00

PSAV
Prepared For: HRS Social
Quote No: 1310-9697
Total Estimate: \$604.51

Labor Subtotal	\$220.00
Regency Ballroom Subtotal:	\$510.00

	Ext. Price
Event Technology Support	\$69.60
	Ext. Price
<hr/> Subtotal	\$579.60
Loss Damage Waiver	\$0.00
Tax	\$24.91

Total Estimate **\$604.51**

*NO CHARGES OR AMOUNTS WHATSOEVER UNDER THIS AGREEMENT/QUOTE ARE PURPORTED OR INTENDED TO BE A GRATUITY FOR PSAV STAFF OR THE HOTEL'S SERVICE STAFF AND NO AMOUNTS CHARGED BY PSAV WILL BE DISTRIBUTED TO PSAV STAFF OR THE HOTEL'S SERVICE STAFF AS A GRATUITY.

Thank you for your business.

GENERAL TERMS and CONDITIONS

1. **ACCEPTANCE.** This Quote will be valid for a period of thirty (30) days from the Quote Date ("Acceptance Period"). In the event this Quote is not accepted, signed and returned to PSAV within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period.
2. **ESTIMATE.** This Quote was developed based upon information provided by the undersigned customer ("Customer"). This Quote is only an estimate of equipment and services to be provided in connection with the applicable event ("Event"). In the case where the actual amount of equipment, services and labor provided in connection with the Event is greater than the amount specified in this Quote, Customer shall be charged for such additional equipment, services and/or labor (including rental fees and freight) at prevailing standard rates. Unless otherwise itemized on the Quote, all pricing excludes sales tax, freight, shipping/handling and electrical charges (if applicable to the Event) which will be charged and due upon final invoice. Sales tax exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. In the event tax exemption certificates are not received prior to the billing of the Event, sales tax will be due and payable at the time of final invoice.
3. **LABOR RATES.** Hourly labor rates, minimum calls, overtime labor rates, daily labor rates and per diems apply and are based upon prevailing rates and practices at the venue where the Event is being held and the business division providing the equipment and services. Labor estimates were developed based on information provided by the Customer. All Labor calls are subject to a minimum charge period based on local venue rules, servicing division policies, and/or Union rules, as they may apply. In the event that the employee works more hours than estimated in the Quote, the Customer will be billed the appropriate prevailing or premium rate for the additional hours worked.
4. **EVENT TECHNOLOGY SUPPORT.** Event Technology Support (ETS) covers additional support elements for the Event including, but not limited to, daily gear preparation, equipment testing and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to PSAV (or other) employees in connection with the Event and amounts comprising ETS are not otherwise shared with PSAV or other employees.
5. **SERVICE CHARGES.** If applicable and included in the Quote, Service Charges are billed by PSAV in association with an Event. Service Charges are NOT gratuities and are NOT paid in whole or in part to PSAV (or other) employees in connection with the Event and amounts comprising Service Charges are NOT otherwise shared with PSAV employees.
6. **EQUIPMENT RATES.** Unless otherwise noted, all rates are based upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00am and continuing through 11:59pm. Customer agrees to pay the rental fees described in this Quote for the stipulated period. Any equipment that is used and/or retained by Customer for a longer period shall be subject to PSAV's prevailing rates until the equipment is returned.
7. **EQUIPMENT HANDLING.** All equipment must be handled by PSAV personnel only. Equipment may not be moved, stored, or serviced by Customer or any other party. Customer may not operate the equipment unless authorized by PSAV. Customer will incur additional charges if equipment is moved or relocated by Customer or any other party. Customer agrees that PSAV shall be permitted free access to the equipment at any time before, during and/or after the Event for purposes of set/strike, maintenance and routine checks. PSAV retains all title and rights in and to the equipment and all related accessories.
8. **DAMAGE & SECURITY.** Customer shall be responsible for all equipment that is damaged, lost or stolen (whether by use, misuse, accident or neglect), unless caused by PSAV's negligence. In addition to amounts due to PSAV in connection with this Quote, Customer agrees to pay PSAV upon demand for all amounts incurred by PSAV on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer shall be responsible for rental fees while equipment is being repaired and/or replaced, as the case may be. If security is required by Customer or deemed necessary by PSAV to protect the equipment during the Event, Customer shall be responsible for all costs in connection with the provision of security.
9. **EQUIPMENT FAILURE.** PSAV maintains and services its equipment in accordance with the manufacturer's specifications and industry practice. PSAV does not, however, warrant or guarantee that the equipment or services being provided will be free of defect, malfunction or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason whatsoever, Customer agrees to immediately notify a PSAV representative. PSAV will attempt to remedy the problem as soon as possible so that the Event is not interrupted. Customer agrees and acknowledges that PSAV assumes no responsibility or liability for any loss, cost, damage or injury to persons or property in connection with the Event as a result of inoperable equipment or otherwise.
10. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment and services by PSAV more than 30 days prior to the first day of the Event, no cancellation charges shall apply except for any expenses actually incurred by PSAV. Cancellations received at least 15 days prior to the first day of the Event, shall be subject to a cancellation charge equal to 50% of the entire estimate of charges contained in the most recent version of this Quote. Cancellations received 72 hours or less before the first day of the Event, or after equipment has departed from its storage facility will be subject to a cancellation charge equal to 100% of the total estimate of charges described on the most recent version of this Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event and/or cancels the provision of audiovisual equipment and services by PSAV. Cancellation fees, including fees to cover any incurred costs, shall be due immediately upon any such cancellation by Customer. ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY PSAV'S ON-SITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF APPLICABLE - IF ANY CUSTOM SETS, GOBOS OR OTHER CUSTOM MATERIALS ARE REQUIRED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO PSAV REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY PSAV OR ITS AFFILIATES IN SECURING AND/OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.
11. **PAYMENT. Master Account** - Customer may be required to establish a Master Account with the venue under the terms as set forth by the venue and prior to the commencement of the Event. Customer must notify PSAV if a Master Account has not been secured with the venue so that pre-payment or other payment arrangement can be made with PSAV for equipment and services in connection with the Event. Upon conclusion of the Event, Customer shall be required to make full and final payment via Customer's Master Account with the venue. **Direct Bill** - Customers that seek to be direct billed for equipment rental, labor and other services must establish credit with PSAV by completing a credit application at least 30-days prior to the first day of the Event or at signing of the contract if that date is within 30 days of the Event start date. Based on review of the credit application, the Customer may be required to make a deposit at least 30-days prior to the first day of the Event or at signing of the contract if such date is within 30 days of the first day of the Event. The deposit received will be credited to the final invoice for the Event. Customer shall be required to make full and final payment to PSAV within the terms determined based on the credit application.
12. **CHANGES TO CUSTOMER QUOTE.** Customer may make changes to equipment or services specified in the Quote and the above cancellation charges shall not apply if Customer requests changes to equipment or services within 24 hours of the Event so long as the overall charges in the revised Quote are within 10% of the original agreed Quote.
13. **INDEMNIFICATION.** Customer and PSAV each hereby forever agree to indemnify, defend and hold harmless the other for any and all claims, losses, costs (including reasonable attorneys fees and costs), damages and/or injury to property and persons (including death) as a result of the negligent acts, errors or omissions of each party and their respective employees, agents, representatives and contractors. Customer also agrees to indemnify, defend and hold harmless PSAV against all claims for copyright, patent or other intellectual property infringement including claims for licenses and royalties, as a result of PSAV's use of any and all, without limitation, Customer provided materials, recordings, transmissions, videos, software, hardware etc., in connection with the Event.
14. **LIMITATION OF LIABILITY.** Under no circumstances will PSAV be responsible for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise in connection with the Event.
15. **FORCE MAJEURE.** Performance under this Quote may be delayed due to unforeseeable and unavoidable delays caused by federal, state or municipal actions, statutes, ordinances or regulations; acts of god, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; or other unforeseeable incidents outside of any responsible party's control which shall make such performance impossible and/or impractical. The party whose performance is so delayed shall give notice of the delay and its cause to the other party to whom performance is owed within five (5) days of the commencement of such delay.
16. **LOSS DAMAGE WAIVER (LDW).** If LDW applies and is quoted in the Event order and Customer does not elect to decline LDW for the Event, Customer understands that charges for loss or damage to PSAV owned equipment will be waived by PSAV. Customer further acknowledges and understands that if any loss or damage occurs, Customer will be required to participate in any investigation by PSAV, facility security and/or other authorities. If it is determined that the loss or damage was intentionally caused by Customer or its representatives, this LDW shall not apply and Customer will be fully responsible for all such loss or damage.
17. **MISCELLANEOUS.** This Quote shall be governed and interpreted in accordance with the laws of the state where the Event is located. Time is of the essence with respect to each party's obligation hereunder. The individuals signing this Quote each represent and warrant to the other that they have the proper authority to bind their respective parties to the provisions of this Quote. The provisions of this Quote may only be modified by written Quote signed between the parties.
18. **ADDITIONAL TERMS AND CONDITIONS.** From time to time, additional Event-specific terms may also be included throughout the Quote. Customer understands and agrees to any additional provisions contained within the Event Quote.

PSAV

Prepared For: HRS Social
Quote No: 1310-9697
Total Estimate: \$604.51

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Approved By: Bruce E. Colby

Printed On: 04/22/2019 04:50 PM

Prepared By: Casey Shearn

Prepared For: HRS Social (Mikayla Fregoso)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

BEC
Signature as Acceptance of the Proposal and Terms

4/30/2019
Date of Acceptance

Bruce E. Colby
Chief Business Officer