

**CONTRACT NAME: AGREEMENT BETWEEN DJ MR. JONES AND DAVIS
JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides Disc Jockey Services on May 11, 2019, for the Davis Senior High School Senior Ball at the Hyatt Regency Sacramento.

FISCAL IMPACT: Associated Student Body funds pay the \$900.00 cost of this agreement.



DJ MR. JONES

BOOKING AGREEMENT

This is an agreement made on the 4/16/2019 between Davis Senior High School, hereinafter called the "management", and Aaron Jones (DJ Mr. Jones), hereinafter called the "DJ", under which the management engages the DJ, and the DJ accepts the engagement to appear at the venue, for the fee(s), and on the date(s) shown within this agreement, subject to the terms and conditions of this agreement.

SCHEDULE

Venue Location:	Hyatt Regency, Sacramento, CA
Occasion:	Senior Ball – Enchanted Forest
Approximate number of guests:	650
Date of Appearance:	May 11, 2019
Arrive by:	4:30 PM
Set Up By:	5:45 PM
Performance Times:	6:00PM – 12:00PM
Fee:	\$900.00
Equipment Hire:	\$0.00
Travel expenses:	\$0.00

EVENT DETAILS

- The DJ will provide DJ and MC services throughout the Senior Ball.
- Meals are not required for the DJ.
- DJ and Assistant will wear casual attire.
- Music for the event is due by May 5, 2019.

Should the management wish to extend the performance times, or arrange an earlier set up, an additional fee of \$100.00 per hour or part hour shall be payable.

Advance payment received: \$0.00

Total due on 5/11/2019: \$900.00

The management must ensure that the venue can supply 2 serviceable and safe mains supplies in the performance area. The DJ will provide adequate CD and/or vinyl playing, mixing and amplification equipment to allow the DJ to fulfill his duties. The DJ agrees to supply suitable music, headphones, sound, microphone and Lighting.

Music policy: Clean Music - Hip Hop, Top 40, Mashup, R&B, Funk, House, Club Classics, reasonable requests from guests falling within these genres may be played at the discretion of the DJ subject to availability.

TERMS AND CONDITIONS

Financial settlement to take place by cash or check at the end of the performance, check made payable to Aaron Jones. If additional performance time is required, this will be at the discretion of the DJ at that time, and subject to additional fees as shown above. These must be paid to the DJ at that time. All other methods of payment will be by mutual agreement.

This contract reflects the verbal agreement, and shall include any terms and conditions agreed prior to its issue, and shall be deemed accepted unless a written objection is received within fourteen working days of the issuing date. Either the Management or the DJ may make no alterations to this contract, without prior approval by the Management or the DJ.

In the event of the Management wishing to cancel this contract for any reason other than National Disaster, any advance payment made will be forfeited, or a cancellation fee of not less than one half of the agreed total fee will be applied for. If the cancellation is within seven days of the performance the whole of the agreed total fee will be applied for. All cancellations must be made in writing.

In the unlikely event of the DJ having to cancel the contract due to injury or illness, a medical certificate signed by a medical practitioner will be obtained and copies will be forwarded on demand to the Management within ten working days. In the event of the client seeking compensation, the DJ will only be liable for a sum up to and not exceeding the contracted Fee amount. Best endeavors will be made by the DJ to find a suitable or similar DJ to substitute.

In the unlikely event of the DJ being unable to appear for any other reason, the DJ reserves the right to substitute a suitable or similar DJ. The management will be notified in writing of any such replacement.

The Management will allow suitable time for the installation and dismantling, and removal of equipment (normally one hour for full rig set-up). The DJ will not, under any circumstances, cut corners regarding the health and safety procedures inherent in this process. The Management also must ensure that safe and adequate power is available as per the schedule above.

The DJ and his assistants and/or guests will conduct themselves in a proper manner throughout their attendance at the venue, and will respond to the management's reasonable requests as to location of equipment and volume. The management will supply suitable clean changing facilities where required.

The DJ shall be in no way liable for breach of byelaws, or conditions under which the venue is leased, hired or entrusted to the management. The management also ensures that all appropriate licenses, as required by law, are in force at the time of the performance(s).

The management will provide adequate security and supervision of its guests, customers and staff at the venue, and will be liable for any loss or damage (including loss of earnings and hire fees) to the DJs equipment vehicles or personal belongings caused by guests, customers and staff. The DJ is expected to perform in a safe, non-abusive and non-hostile environment. Any mistreatment or abuse of the DJ or anyone accompanying the DJ, in any way will result in the immediate discontinuing of services with full balance still due.

The DJ and the management offers assurance that no previous contract exists that may prevent the DJ from fulfilling the performance(s) referred to in this contract and subsequently, no such contract will be entered into from the date of signing.

The DJ, at his discretion, reserves the right to discontinue all or part of equipment usage if the power provided is not capable of operating the equipment without risk of damage to the DJs equipment, or there exists a risk of injury to the public, the DJ or anyone accompanying the DJ, or if the working environment constitutes a health and safety risk. The surface on which DJ is to perform cannot be dirt, gravel, grass, or any other unstable surface. If applicable, the management agrees to furnish a facility that completely covers the DJs equipment from direct sunlight and rain or other contaminants. If service must be discontinued for any of the aforementioned reasons, the full balance is still due.

A management representative aged 25 or over must sign this contract, otherwise the contract will be deemed to be void.

We the undersigned acknowledge that we have read and understood the above agreement, and ensure that it will be adhered to in detail.

Signed by the DJ

Signature _____

Name _____

Date _____

Signed by the Management

Signature _____

Name _____

Date _____

Booking Agreement Addendum

Indemnification

Insofar as permitted by law, Davis Joint Unified School District (DJUSD) shall assume the defense and hold harmless DJ MR. JONES and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, DJ MR. JONES shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of DJ MR. JONES its officers, agents or employees, arising out of their performance under the terms of this agreement.

Insurance

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

Davis Joint Unified School District

DJ MR. JONES

By:
Bruce E. Colby
Chief Business Office

Date: _____

By:
DJ MR. JONES

Date: _____