

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

**BRIEF DESCRIPTION OF CONTRACT:** This contract between SOS Entertainment and DJUSD is to provide DJ Services for the Davis Senior High Winter Ball on December 5, 2015.

The cost of the service is \$1,700. There will be no impact to the general fund. The costs will be paid from site associated student body funds.



San Diego – Los Angeles – San Jose  
Central Office: 17645 Sierra Hwy, Santa Clarita, CA 91351  
(800) 6321-SOS (767) - Fax: (888) 425-2378

## SINGLE EVENT CONFIRMATION CONTRACT

AGREEMENT made on OCTOBER 23 2015, by and between DAVIS SR HIGH SCHOOL is hereinafter referred to as the "Client", and By Request SOS ENTERTAINMENT referred to as "SOS".

### I. Event Details

Event: WINTER BALL

Date: SATURDAY, DECMEBER 5, 2015

Time: 9:00PM - 12:00AM

Location: CAMPUS GYM - 315 W 14th St, Davis, CA 95616

\*\*\*On-site contact name (for day of event): Mr. Anthony Vasquez Contact's #: 714-679-5648

### II. Equipment / Service Package

See attached Invoice

### III. Payment Details

The Client in consideration of services to be rendered by SOS, and the mutual promises contained herein, hereby agrees to pay SOS the following consideration: The Reservation Fee (deposit) of \$00.00 towards the final Performance Fees of \$1700.00 amount also on package detail) for the time frame outlined above. - Balance is due by the event date.

### IV. Client Direction

Client expressly reserves the right to control the manner, means and details of the performance of the services by SOS through the provided questionnaire(s) and/or through an event agenda provided by Client. SOS must receive any written event/music agenda or music request list prior to the engagement for it to be included in SOS's programming guidelines.

### V. Equipment Guarantee

SOS will be responsible for any self-caused damage and a refund of all deposits will be made to Client in the event of major unforeseen equipment failure.

### VI. Arrival Time, Set-up and Strike

This agreement guarantees that SOS will be ready to perform at the start time of the engagement. No guarantee is made as to SOS's time of arrival; however, SOS requests that they be permitted at least 2 hour(s) Total before the engagement for set-up and 1 hour(s) after the engagement for tear down.

### VII. Cancellation and Amendments

This agreement cannot be terminated except by mutual written consent of both the Client and SOS. If termination is initiated by Client, it must be done so in writing and agreed to by SOS in writing. Termination of event within less than TWO WEEKS prior to listed date will result in a \$500.00 cancellation fee or 25% of Performance fee-whichever is greater. Client will also be required to pay (in addition to the cancellation fee) any unrecoverable costs already incurred by SOS (but not more than the total fee agreed upon)

Signature of SOS \_\_\_\_\_

Dated \_\_\_\_\_

Signature of Client \_\_\_\_\_

Dated \_\_\_\_\_



San Diego - Los Angeles - San Jose  
17645 Sierra Hwy, Santa Clarita, CA 91351  
Office 800.632.1767 - Fax 888.425.2378  
sosentertainment.com

# INVOICE

BILL TO  
Davis High School  
315 West 14th Street  
Davis, CA 95616

INVOICE # 7034  
DATE 12/05/2015  
DUE DATE 12/05/2015  
TERMS Due by event

SALES REP  
BRITTANY

ACTIVITY	QTY	RATE	AMOUNT
WINTER BALL SATURDAY, DECEMBER 5, 2015 9PM-12AM CAMPUS GYM			
Essentials 2: 200 - 500 People	1	1,400.00	1,400.00
1) Professional DJ, Lighting Designer and Mixing Consoles			
4) Full-Range Professional PA Speakers on Speaker Stands			
4) 18" Professional Subwoofer Speaker Bottoms			
4) High-Powered LED Color Wash Lights mounted to Truss Pillars			
4) Intelligent Moving Lights			
10' Tall Truss Pillar for mounting dance lighting include T-adapter	2	150.00	300.00

BALANCE DUE

\$1,700.00



# DJUSD

DAVIS JOINT UNIFIED  
SCHOOL DISTRICT

Winfred B. Roberson, Jr.  
Superintendent

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526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ [www.djUSD.net](http://www.djUSD.net)

## RELATIONSHIP OF COMPANY:

SOS Entertainment and its employees and/or contractors shall perform the provisions of this agreement as independent contractors and shall not be considered agents of Davis Joint Unified School District (DJUSD), nor shall SOS Entertainment personnel be considered employees of DJUSD. Nothing contained in this agreement shall be construed to (i) constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. SOS Entertainment acknowledges (a) that its employees and/or contractors are not entitled to any benefits accorded to DJUSD's employees, including workers' compensation, disability insurance, vacation, or sick pay, and (b) that they shall be responsible for providing their personnel with disability, workers' compensation, or other insurance.

## INDEMNIFICATION:

Insofar as permitted by law, DJUSD shall assume the defense and hold harmless SOS Entertainment 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, SOS Entertainment 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 SOS Entertainment, its officers, agents or employees, arising out of their performance under the terms of this agreement.

  
By: \_\_\_\_\_

10 / 27 / 2015  
Date: \_\_\_\_\_