

**CONTRACT NAME: AGREEMENT BETWEEN RADIO
PARTIES AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Radio Parties and DJUSD to provide DJ service for the Davis Senior High School spring dance on February 26, 2106.

The cost of the service is \$395. There will be no impact to the general fund. The costs will be paid from site associated student body funds.



Sacramento Radio Parties Confirmation

High School Dance

For Davis High School Spring Dance

Date: Wednesday, January 20, 2016

This is confirmation of the agreement between Radio Parties and Anthony Vasquez to provide DJ service. Our service includes Professional sound equipment, music library, light show and a DJ host.

Event Details:

Date: Friday, February 26, 2016

Times: 8:00 PM to 11:00 PM

Location: Davis High School in Davis, CA

We will arrive for set up at approximately 7:00 PM.

Contact details

Anthony Vasquez

315 W 14th St

Davis, CA 95616

E-Mail: avasquez@djusd.net

Contact Phone numbers: (714) 679-5648 (530) 757-5400

Party package: *School Dance- High School

\$395.00

Discounts/Add-ons:

PAY ONLINE

Total \$395.00

Payments Applied \$0.00

Balance Due \$395.00

This contract must be returned no later than 10 days from the date of issue with a deposit of \$200.00 paid via check, or credit card. The final balance is due 10 days prior to the event. Schools using a purchase order system may provide us with a purchase order or purchase order number to secure payment without the required deposit and can pay the entire amount no later than 30 days after the date of the event. Although Radio Parties is live & local near Davis please send send contracts or checks to our billing office at Radio Parties PO Box 338 Gig Harbor, WA 98335 Phone: 800 954 3535 Fax 253-239-9535 or pay on line

Signed: Ric Hansen

Davis High School Sign:

AR Date _____

The DJ doing your event will be contacting you directly by phone the week of the show to discuss directions, load in instructions, and last minute details.

ADDITIONAL TERMS AND CONDITIONS

ACCESS: To Guarantee the start time, Radio Parties shall have unrestricted access to the place of performance AT LEAST 60 minutes prior to the start time for the purpose of setup, and shall be reasonably accessible from an outside loading area. If Radio Parties is inhibited in ANY way, Radio Parties will not be responsible for any time lost. Furthermore the conditions of the place of performance shall not inhibit the performance, or cause injury to any representative of Radio Parties. Radio Parties will set up equipment in the location specified by the Purchaser. If the Purchaser has not specified a location, Radio Parties will determine a suitable location. If Purchaser wishes Radio Parties to change the set up location after equipment has been set up, Purchaser will be charged an additional \$25.00.

Purchaser agrees to provide two 6-foot tables and one nearby electrical outlet as well. If Purchaser chooses to stage an outdoor event it is their responsibility to provide event covering in case of rain or an alternate plan to move the event indoors. If an outdoor event cannot be performed due to rain or other climatic conditions and no suitable indoor venue is provide as a substitute it will be the performers decision on whether or not the event will be canceled based on his judgment relating to safety and equipment damage. The purchaser is responsible for 100% of the price of the event if an indoor option is not provided. We cannot be held liable for rain-outs.

EXTENSIONS: If both Purchaser and the Radio Parties agree to extend services beyond the time stated herein, it must be done so IN WRITING either in advance of the event or at the event itself. An additional \$100.00 for each hour of extended services will be charged and will be due with balance.

CANCELLATION/LATE STARTS

If Purchaser cancels this contract LESS than 30 days prior to date of scheduled performance, Purchaser will be liable for the entire balance. If Purchaser cancels this contract BETWEEN 30 and 90 days prior to date of scheduled performance, Purchaser will Forfeit the entire deposit amount, but not be liable for the balance. If Purchaser cancels this contract MORE than 90 days prior to the date of scheduled performance, Purchaser will be released from this contract and will receive a refund of any deposit paid less a \$25.00 cancellation fee. In the event that drastic weather creates driving hazards and either party needs to postpone the performance, purchaser will do so by contacting Radio Parties or the DJ assigned to the show no later than five hours prior to the scheduled starting time. If postponing weather should occur and Radio Parties arrives at place of performance but has not been notified as stated, Purchaser will be liable for the entire balance. If postponing weather should occur after the scheduled starting time Purchaser will be liable for 50% of the contract amount OR a prorated amount at the time of cancellation, whichever is greater. In the unlikely event that time is lost due to Radio Parties equipment malfunctions, Radio Parties will refund the portion of total amount corresponding to time lost. This is the extent of Radio Parties liability. In the unlikely event that talent is delayed and performance does not start on time, Purchaser will have the option to extend the services for the amount of time lost at no cost. Otherwise, Radio Parties will refund the portion of the total amount prorated to correspond to time lost. This is the extent of Radio Parties liability.

PENALTIES

If for ANY reason, the Purchaser fails to pay any remaining balance within 30 days of the completion of performance, Purchaser will be liable for 1% per month, plus attorney fees and court costs if a lawsuit is required to recover funds.

Outstanding balances will be applied to credit card on file. Purchaser also agrees that any litigation shall take place in any court of competent jurisdiction

within the State of
Washington. If checks are
returned for any reason,
Radio Parties shall have the
option to require payment
in full by certified check,
cash or money order, plus
an additional fee of \$25.00.
If Purchaser does not agree
to this, Radio Parties shall
have the option to cancel
this contract. OTHER
TERMS: Radio Parties
reserves the right to
substitute original talent
with another talent for
ANY reason beyond the
control of the talent or

Radio Parties. In the unlikely event no replacement is possible, Radio Parties agrees to refund all moneys paid. This is the extent of Radio Parties liability. It is understood that Radio Parties shall execute this contract as an Independent Contractor not as an employee of the Purchaser. Radio Parties shall not honor any oral agreements to amend or supplement this contract. Any changes or cancellations must be in writing. NO

EXCEPTIONS! Any changes to start or end times must be made in writing AND cannot be changed less than 1 week prior to date of event unless authorized by Radio Parties.

Radio Parties reserves the right to refuse or discontinue performance if it is determined that any illegal or immoral activity is taking place at this event.

Purchaser will be responsible for the full payment for this event.

Each party shall defend, indemnify, and hold each other, their officers, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and

damages caused by the sole negligence of each party.