

**CONTRACT NAME: AGREEMENT BETWEEN IT'S TIME
ENTERTAINMENT AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This contract between It's Time Entertainment and DJUSD is to provide a DJ for the Davis Senior High Winter Ball on Friday, February 26, 2016.

The cost for the services is \$795. There will be no impact to the general fund. The costs will be paid from site associated student body funds.



www.itstimeentertainment.com

INVOICE NUMBER: DVSRHS-22616

Date of Event: FRIDAY, FEBRUARY 26, 2016 **Contract Date:** 2.11.2016

Client: DAVIS SENIOR HIGH SCHOOL DANCE

Address: 315 W. 14TH STREET – DAVIS, CA - 95616

Contact: ANTHONY VASQUEZ – ACTIVITIES DIRECTOR

Phone: avasquez@sdjUSD.net

TIMES

DETAILS

Guests Arrive: 8:00 PM

Type of Event: HIGH SCHOOL DANCE

DJ Arrives: normal setup: 1-2 hr

of Guests: TBD+

Music Starts: before 8:00 PM

Finishes: 11:00 PM

Total Hrs: 3.0

Event Location: DAVIS SR HS GYM – DAVIS, CA

EQUIPMENT PACKAGE

MC/DJ: NICK JAVIER

Sound & Light System: 1 PREMIUM SOUND SYSTEM for DANCE & SCHOOL DANCE
Lighting - MASTER of CEREMONIES and ALL ENTERTAINMENT PLANNING

Additional Charges: NONE

GRAND TOTAL: \$1195.00 (Minus -
\$400.00 REFERRAL DISCOUNT)

NEW GRAND TOTAL: \$795.00

FINAL PAYMENT: \$795.00 DUE AT EVENT -
PAYABLE TO: IT'S TIME
ENT.

Non-refundable FIRST PAYMENT is due with return of contract. This contract limits our liability. When causes that cannot be anticipated result in a default of this contract, the liability of Client and Its Time Entertainment shall be limited to the Payments paid. Its Time Entertainment accepts no liability for damages or injury howsoever caused. **Balance is due one (1) week before commencement of performance.** Overtime in excess of contracted time is \$125.00 per HALF hour. Its Time Entertainment reserves the right to substitute DJ's in the event of illness, death, or circumstances beyond our control.

SIGNED: (MC) Nick Javier _____

SIGNED: (Client) _____

8512 Oak Harbour Court – Fair Oaks, CA 95628

916.240.NICK (6425) / 509.695.4101 E-fax



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

Winfred B. Roberson, Jr.
Superintendent

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

RELATIONSHIP OF COMPANY:

It's Time 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 It's Time 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. It's Time 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 It's Time 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, It's Time 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 It's Time Entertainment, its officers, agents or employees, arising out of their performance under the terms of this agreement.



By: _____

2/11/16
Date: _____