

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

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is between PSAV and DJUSD to provide lighting for the Davis Senior High School Prom to be held on April 30, 2016.

The cost of the equipment and labor is \$1,873 and will be paid with Associated Student Body funds.



Sheraton Grand Sacramento Hotel  
1230 J St  
Sacramento, CA 95814  
Tel: 916-668-6678 Fax: 866-447-7342

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**Quote # 1463-7978**

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**Davis High School  
Attn: Cheryl Ozga  
315 W 14TH ST  
Davis, CA 95616**

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Contact Name:	Cheryl Ozga	Show Date(s):	<b>4/30/2016 - 4/30/2016</b>
Contact Phone:	530-757-5400	Show Name:	<b>Davis High School Prom 2016 - Market Lights &amp; LED Up Lights</b>
Quote No:	1463-7978	Show Location:	<b>Sheraton Grand Sacramento Hotel 1230 J St Sacramento, CA 95814</b>
		Conveyance Method:	Pickup
		Billing Method:	Master

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	<b>Ext. Price</b>
Equipment Rental	\$690.00
Setup Charges	\$960.00
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Subtotal	\$1,650.00
Service Charge*	\$151.80
Tax	\$71.55
<b>Total Estimate</b>	<b>\$1,873.35</b>

\*Service Charges are NOT gratuities and are not paid in whole or in part to employees of PSAV or employees of any other party.

PSAV  
 Prepared For: Davis High School  
 Quote No: 1463-7978  
 Total Estimate: \$1,873.35

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**Grand Nave Ballroom Foyer - Market Lights (4/30/2016 3:00PM - 11:59PM)**  
**Job# 1463-17860**

**Equipment And Sales**

Qty	Item Description	Days Billed	Rate	Subtotal
<i>Lighting</i>				
6	String Lights	1	\$115.00	\$690.00
<i>*Each string light strand spans the width of the Grand Nave Foyer*</i>				
<b>Lighting Subtotal</b>				<b>\$690.00</b>

<b>Equipment And Sales Subtotal</b>	<b>\$690.00</b>
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**Labor**

Qty	Item Description	Rate	OT Rate	DT Rate	Days	Reg Hrs	OT Hrs	DT Hrs	Subtotal
<i>Labor</i>									
<b>Saturday, April 30, 2016</b>									
2	Technician To Set	\$80.00	\$120.00	\$160.00		4.00	0.00	0.00	\$640.00
2	Technician To Strike	\$80.00	\$120.00	\$160.00		2.00	0.00	0.00	\$320.00
<b>Labor Subtotal</b>									<b>\$960.00</b>

<b>Grand Nave Ballroom Foyer - Market Lights (4/30/2016 3:00PM - 11:59PM) Subtotal:</b>	<b>\$1,650.00</b>
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	Ext. Price
Subtotal	\$1,650.00
Service Charge*	\$151.80
Tax	\$71.55

<b>Total Estimate</b>	<b>\$1,873.35</b>
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\*Service Charges are NOT gratuities and are not paid in whole or in part to employees of PSAV or employees of any other party.

**Thank you for your business.**

## GENERAL TERMS and CONDITIONS

1. **ACCEPTANCE.** This Proposal will be valid for a period of thirty (30) days from the Proposal Date ("Acceptance Period"). In the event this proposal 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 proposal was developed based upon information provided by the undersigned customer ("Customer"). This proposal 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 proposal, 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 proposal, 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 proposal, the Customer will be billed the appropriate prevailing or premium rate for the additional hours worked.
4. **SERVICE CHARGES.** Service Charges are billed in association with an event. Service Charges are NOT gratuities that are 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.
5. **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 proposal 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.
6. **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.
7. **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 proposal, 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 reparable 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.
8. **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.
9. **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 30days 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.
10. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment and services by PSAV more than **30days** 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 **15days** 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 proposal. 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 proposal. 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. **CHANGES TO CUSTOMER PROPOSAL.** Customer may make changes to equipment or services specified in the proposal 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 proposal are within 10% of the original agreed proposal.
12. **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.
13. **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.
14. **FORCE MAJEURE.** Performance under this Agreement 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.
15. **MISCELLANEOUS.** This proposal 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 proposal each represent and warrant to the other that they have the proper authority to bind their respective parties to the provisions of this proposal. The provisions of this proposal may only be modified by written agreement signed between the parties.
16. **ADDITIONAL TERMS AND CONDITIONS.** From time to time, additional Event-specific terms may also be included throughout the proposal. Customer understands and agrees to any additional provisions contained within the Event Proposal.

Acknowledged, Agreed and Accepted:

Approved By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

These T&C's must be acknowledged and signed prior to the set-up and delivery of equipment for the Event.

PSAV

Prepared For: Davis High School

Quote No: 1463-7978

Total Estimate: \$1,873.35

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

Printed On: 3/28/2016 1:51PM

Prepared By: Eric Stowe

Prepared For: Davis High School (Cheryl Ozga)

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

\_\_\_\_\_  
*Acceptance Signature*

\_\_\_\_\_  
*Date of Acceptance*