

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

BRIEF DESCRIPTION OF CONTRACT: This agreement between Campus Candids and DJUSD is to photograph the graduates of the DaVinci Charter Academy Class of 2016 at the commencement ceremony.

There is no fiscal impact to the District.



PO BOX 1485
Davis CA 95617-1485
800-453-0335

Colleen Martin, Graduation Coordinator
colleen@collegiatestudios.com

Da Vinci Charter Academy has hired Campus Candids Graduation Foto (CCGF) to photograph each of the school's graduates during the 2016 commencement ceremony.

CCGF agrees to:

1. Photograph each graduate and mail a color, 1 x 2 inch proof to each graduate whose address is made available. These proofs are available at no charge and students are under no obligation to purchase prints.
2. Provide prints at the prices listed below, to be guaranteed for the life of this agreement. The base price for one 5x7 will be \$8.95, multiple print discounts and packages will be available at a minimum of 20% off of this price.

Da Vinci Charter Academy agrees to:

1. Allow CCGF to provide the graduates address cards to fill out and return to CCGF (for the sole purpose of mailing proofs) before or on the ceremony day.

For Campus Candids Graduation Foto

A handwritten signature in cursive script, appearing to read "Mary Martin", written over a horizontal line.

Photography Representative
Dated: 5/19/2016

For Da Vinci Charter Academy

Signature

Title

Dated: _____



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

Kevin French
Interim Superintendent

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

RELATIONSHIP OF COMPANY:

Campus Candids 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 Campus Candids 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. Campus Candids 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 Campus Candids 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, Campus Candids 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 Campus Candids, its officers, agents or employees, arising out of their performance under the terms of this agreement.

By: Carla Martin

Date: May 23, 2016