

CONTRACT NAME: AGREEMENT BETWEEN FEET FIRST ENTERTAINMENT AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between Feet First Entertainment and DJUSD is to provide a DJ for the Holmes Junior High School dance on Friday, September 16, 2016 from 7:00 to 9:30 p.m.

The cost of the event is \$600 and will be paid from site associated student body funds. No additional funds are being requested.



FF OFFICE USE ONLY

☐ RECEIVED _____

☐ PAID IN FULL _____

EVENTERTAINMENT® SERVICE AGREEMENT

Event: Holmes Jr. High Dance

Event Date: FRI 9/16/2016

Contracting Party: Holmes Junior High

Event Times: 7:00 PM - 9:30 PM

CONTRACTING PARTY INFORMATION

Dufresne, Mike
Holmes Junior High
1220 Drexel Dr
Davis CA 95616
(530) 757-5445

LOCATION OF EVENT

Holmes Jr. High

With this contract, FEET FIRST EVENTERTAINMENT, INC agrees to provide **One Disc Jockey** with initial set up and **2.5** hours of play, for the sum of **\$600.00**, and if available, **\$N/A** for each hour or portion of an hour thereafter, for the above Contracting Party, for the above Event, on the above Event Date.

Contracting Party agrees to accept all liability in the event that any FEET FIRST equipment is damaged, stolen, or destroyed by any person in attendance not employed by FEET FIRST EVENTERTAINMENT, INC.

Contracting Party shall indemnify, defend, and hold FEET FIRST EVENTERTAINMENT, INC and its employees, contractors, agents, and members harmless from all claims, damages, losses and expenses, including, but not limited to attorneys' fees arising from or in connection with (i) the condition, control or management of the premises, facilities or services at any and all locations of the Event; (ii) any act, omission or negligence of Contracting Party or Contracting Party's directors, officers, owners, members, guests, invitees, licensees, attendees, employees, agents or representatives; and (iii) any accident, injury or damage whatsoever occurring at the Event, or at any and all locations of the Event.

If a Deposit is required, it must accompany the return of this contract. If Contracting Party cancels for any reason, including but not limited to, low attendance, weather conditions, or any other act of GOD, the Deposit will be forfeited. If no Deposit is required, a cancellation fee of **\$300.00** will be charged for any event canceled up to 7 days prior to the Event Date. Cancellations occurring within 7 days of the scheduled Event Date & Time will be responsible for payment in full (Total Event Cost).

Total Event Cost: \$ 600.00

Total Event Cost Includes total event charge and \$100.00 mileage charge.

Parking Fees for Feet First Staff are in addition to the Total Event Cost, and are the responsibility of the Contracting Party.

Deposit Required: \$ 0.00

Balance Due After Deposit: \$ 600.00

Deposit must be returned with this Contract. Total Balance Due at the time of the event.

The Parties have read and agreed upon all terms and conditions herein, and execute this agreement as set forth below.

Authorized Agent for Contracting Party

Date


FEET FIRST EVENTERTAINMENT, INC

8/24/2016

Mailing Date

PLEASE SIGN AND RETURN ONE COPY OF THIS AGREEMENT.

THIS AGREEMENT BECOMES VOID IF NOT RECEIVED WITH DEPOSIT WITHIN 10 DAYS OF MAILING DATE.

NO EVENT DATE WILL BE RESERVED UNTIL FEET FIRST HAS RECEIVED SIGNED CONTRACT AND FULL DEPOSIT.

FEET FIRST WILL ASSESS A \$25 FEE ON ALL RETURNED CHECKS.

TOTAL BALANCE IS DUE ON THE DATE SHOWN ABOVE. IF BALANCE IS NOT PAID WITHIN SEVEN (7) DAYS AFTER THE DATE OF THE EVENT, FEET FIRST MAY ASSESS A LATE CHARGE EQUAL TO ONE PERCENT OF THE BALANCE DUE FOR EVERY SEVEN (7) DAYS THE BALANCE REMAINS UNPAID.

Thank you for booking our services. We look forward to showing you and your guests a great time. Feel free to include a music request list if you so desire. PLEASE MAKE ONE 6-FOOT TABLE AVAILABLE FOR THE DJ AT YOUR EVENT.

FEET FIRST EVENTERTAINMENT, INC.
PHONE (510) 601-0600

1552 BEACH STREET SUITE U
FAX (888) 382-8189

EMERYVILLE, CA 94608
www.FeetFirstEvents.com



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

John A. Bowes, Ed.D.
Superintendent

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

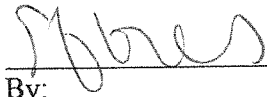
RELATIONSHIP OF COMPANY:

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



By:



Date: