

CONTRACT NAME: AGREEMENT BETWEEN PURD MAN ENTERTAINMENT AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This contract between Purd Man Entertainment and DJUSD is to provide a DJ for the Emerson and DaVinci Junior High dance on Friday, October 7, 2016 from 7:30 to 9:30 p.m.

The cost of the event is \$325.50. There will be no impact to the general fund. The costs will be paid from site associated student body funds.

DJ Contract

Effective Date 09/11/16

DJ Service Purd Man Entertainment

Phone Number (915) 517-0623

Email: purdman@hotmail.com

&

Client Emerson and Da Vinci School, AKA (The Client)

Email:

Performance Date: 10/07/16

Location: Davis, CA

Address: 2121 Calavaras Ave.

City: Davis State: CA Zip: 95616

Site Telephone: 530-757-5430

Performance Hours: Start Time: 7:30pm End Time: 9:30pm

Your DJ will be: DJ Purd Man, Purd Man Entertainment

The total amount for DJ service will be \$325.50.

The balance of \$325.50 will be due on 10/07/16.

Any deposit that is received is non-refundable.

Both parties entering into this Agreement shall be permanently bound to fulfill the obligations unless one of the following conditions applies:

1. Both parties mutually agree to leave this Agreement and all its responsibilities.
2. The above described event is completely cancelled and a minimum of 45 days notice is given.

If the above mentioned DJ is unable to provide DJ services due to complications beyond their control a suitable replacement will be provided at no more than the original quoted price that is mutually hereby agreed upon.

Any and all information or details shall be communicated before five days before the event.

The DJ shall not be held liable for any action that may arise from or in connection with any individual that is not directly affiliated with the DJ.

HOLD HARMLESS CLAUSE

Emerson and Da Vinci School students, faculty, guests and chaperones are not responsible or liable for any injuries or damages caused to ~~Jonathan Martinez (DJ)~~ or his assistants that are performing for the evening.

Leonard Purdy

CONTRACTOR CLAUSE

Leonard Purdy
Status: ~~Jonathan Martinez (DJ)~~ is an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

No Authority. Consultant has no authority to act as agent for, or on behalf of, Emerson and Da Vinci School, or to represent Emerson and Da Vinci School, or bind Emerson and Da Vinci School in any manner.

Leonard Purdy
No Benefits. ~~Jonathan Martinez (DJ)~~ will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of Emerson and Da Vinci School.

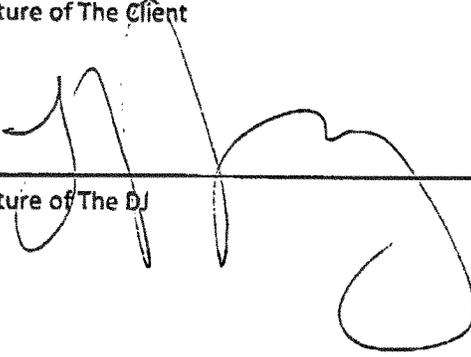
The below signed party agrees to allow the DJ to use pictures and / or video images taken at the above mentioned event for promotional uses.



Applicable Law

This contract shall be governed by the laws of the State of _____ in _____
County and any applicable Federal Law.

Signature of The Client Date _____


Signature of The DJ Date 9-13-16



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:

Purd Man 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 Purd Man 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. Purd Man 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 Purd Man 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, Purd Man 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 Purd Man Entertainment, its officers, agents or employees, arising out of their performance under the terms of this agreement.

By: _____

Date: _____

9-15-16