

**CONTRACT NAME: AGREEMENT BETWEEN DJ DAN UTICA
SERVICES AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between DJ Dan Utica Services and DJUSD is to provide a DJ for Davis Senior High School's dance on Saturday, December 3, 2016 from 9:00 to 12:00 a.m.

The cost of the event is \$650 and will be paid from site associated student body funds. No additional funds are being requested.

DJ Dan Utica Services

The following is a contract between DJ Dan Utica & Client

NOW THEREFORE, in consideration are the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree to the following which are agreements made between DJ Dan Utica Services / DJ Dan Utica and herein referred to as "client"

Davis Joint Unified School
Board/ Davis Sr. High School

DJ/ lights & Photo Booth Services

1. DJ Dan Utica Services agrees to provide service using his equipment.

*A. Date: December 3, 2016 Start Time to 9:00pm 12:00pm

Location 315 W 14th St, Davis, CA 95616

(Please provide specific address)

C. Set Up: 45 minutes prior to engagement. (This portion is waived)

D. Indoors or Outdoors (circle one) Please provide free reasonable square footage of 10 feet in length and 3 feet in width for equipment set up. Please explain special circumstances or request for specific songs. (Songs, stairs, stage, electrical considerations, etc on page 3.)

** Please book all the time you need. If you do not, we have the option of making other commitments prior to or following your engagement. In the event that the DJ Dan Utica Services are requested to begin early, billing will commence at music start time.

\$650.00

3 hrs

2. **Compensation:** Client agrees to pay DJ Dan sum of for

payable check for the amount listed above.

Remaining balance- (due 10 days before or at set up time)

We are reserving this time slot specifically for you. Payment for contracted time is due regardless of whether or not all time is utilized.

3. **Additional time:** Client agrees to pay total of for every \$50 additional hour

Client also agrees to pay for every ½ hour over for additional ½ \$25 hour

4. **Cancellation:** If Client cancels by written notice 15 days prior to anticipate engagement, DJ Dan Utica shall not be held responsible for total due. Deposits paid are not refundable.

5. **Indemnity:** Client agrees to indemnify and hold DJ Dan Utica Services harmless of any and all liability including providing legal defense and attorney's fees, not caused by the fault of Disc Jockey.

6. **Damages:** Client agrees to compensate DJ Dan Utica Services for any damage to Disc Jockey equipment which is not the fault of the DJ Dan Utica. (i.e. Guest out of control, faulty electrical conditions, etc.)

7. **Termination of services:** DJ Dan Utica Services reserves the right to terminate services at any time if and only if the job is deemed unworkable by the Disc Jockey. Below are examples but not limited to these examples:

- If an unsafe environment is present or guest(s) are threatening or being violent towards DJ Dan Utica or his staff- DJ Dan Utica reserves the right to terminate the remaining services without offering any refund. DJ Dan Utica has a zero tolerance policy against violence.
- DJ Dan Utica is not responsible for any power failures. DJ Dan Utica will make attempts and effort to relocate to a different power source but this must be provided by the Client and the place of address where the function is held. No refund is offered.
- DJ Dan Utica also cannot be held responsible for unforeseeable weather changes. DJ Dan Utica will make best effort to continue to perform only under these circumstances; if proper overhead (patio cover) or structure is provided during the time of unforeseeable weather- DJ Dan Utica will continue to perform. Without proper overhead structure to protect DJ Dan Utica's equipment-he will have to discontinue without refund. Please make sure to check the weather report and also be prepared with a backup plan to provide proper overhead structure- (in the case of rain, snow, hail etc)
- If law enforcement or the fire department arrive because the music is too loud- DJ Dan Utica will comply with whatever lawful orders are giving. If the police officer or fire department asked to simply lower the music- DJ Dan Utica will comply with their orders and continue to play. If law enforcement request that the party/ wedding/ event is shut down/ stopped DJ Dan Utica must comply with the lawful order and discontinue to perform. No refund is offered.
- Client shall contact the event facility in advance to confirm that the event venue meets or exceeds all the required city, county, state and federal permits; fire and safety codes; police, city and county regulations; and that the venue meets all the city, county, state, and federal applicable laws to host such event. It is the responsibility of the client to provide all of the proper security personnel, search staff (if needed), and to make sure that the event doesn't violate any city, county, state, or federal laws. If any violations occur, the client will assume all responsibilities and shall pay for any citations that arise as a result of the event. This could also result DJ Dan Utica to not perform without refund.

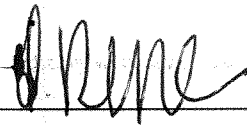
"We want to make sure that all bases within the law are covered and respectfully followed, that all good principle and rules within the contract are observed and also followed; that both myself and the client use good ethics in order to meet a high level of satisfactory and to prevent any interruption of service" - - - -DJ Dan Utica

8. Please return white copy of contract by N/A to avoid cancellation of your reserved date.

Client Davis Senior High school

Email avasquez@djustd.net

Phone _____

X  Date: 11/18/2016

Client Signature

X Daniel Marquez Date: August, 28th 2016

DJ Dan Utica Services

Please list below any special request or specific recommendations
