

**ACONTRACT NAME: AGREEMENT BETWEEN THE
BIANCHI SOUND AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This contract between Bianchi Sound and DJUSD is to provide a sound system for the performances of Emerson Junior High School's Choir Concert on February 10, 2017 - February 12, 2017.

The total cost of the equipment and labor is \$1,650 and will be paid by donations.

CONTRACT OF SERVICES

This Agreement is made February 1, 2017, by and between:

BIANCHI SOUND (Hereinafter referred to as "SOUND COMPANY")

2770 Portola Way
Sacramento, CA 95818

and

Davis Joint Union School District (Hereinafter referred to as "CONTRACTOR")

526 B Street
Davis, CA 95616

It is mutually agreed between the above parties as follows:

1. CONTRACTOR engages SOUND COMPANY to provide a complete sound system to CONTRACTOR at the following location:

VENUE: Emerson Junior High School

DATE: 2/10/17 tech, 2/11/17, 2/12/17

LOAD IN TIME: Friday February 10, 2017

PERFORMANCE TIME: 6pm

EVENT TIME: 6pm

2: CONTRACTOR agrees to pay SOUND COMPANY \$1650.00 in cash or business check made payable to BIANCHI SOUND as follows:

a) Non refundable deposit: \$0

b) Balance: \$500.00 no later than one hour prior to the scheduled performance specified in section 1. All payments due hereunder shall be made by CONTRACTOR without deductions of any sort whatsoever. The amount specified shall be the minimum charge and will remain in effect, regardless of changes in programs and/or engagements, subject to Section 3 below.

3: This agreement may be terminated by either party by thirty (30) days written notice prior to the date of performance as set forth in Section 1 above given the other party at the address of said party, set forth above.

Upon any cancellation by CONTRACTOR during the period commencing twenty-one (21) days from the date of the performance and ending on the date two (2) days to the performance, CONTRACTOR agrees to pay SOUND COMPANY as liquidated damages and not as a penalty an amount equal to fifty percent (50%) of the total contracted amount as set forth in Section 2 above, which sum represents a reasonable endeavor by the parties hereto estimate a fair compensation for the foreseeable losses that might result from such cancellation.

Upon any cancellation by CONTRACTOR during the period commencing two (2) days from the date of the performance and ending on the date of the performance, CONTRACTOR agrees to pay SOUND COMPANY as liquidated damages and not as a penalty an amount equal to the total contracted amount as set forth in Section 2 above, which sum represents a reasonable endeavor by the parties hereto estimate a fair compensation for the foreseeable losses that might result from such cancellation.

4: The parties hereto agree that SOUND COMPANY shall not be liable for any loss or damages due to delay or impossibility of the performance of SOUND COMPANY'S obligation under this Agreement arising from any act of God, fire, earthquake, strike, labor disturbance, civil commotion, act of government, its agencies or Officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, or employees affecting SOUND COMPANY or the industry in which it is engaged, or delays in the delivery of materials and supplies. Further, SOUND COMPANY agrees to use its best efforts to perform in a timely manner, even if an event herein shall occur.

5: If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any relief to which it may be entitled.

6: This Agreement shall be deemed to have been made in the state of California, and its validity, construction, performance, breach, and operation shall be governed by the laws of California. No change or modification of this Agreement shall be effective unless in writing and signed by the parties hereto.

7: Additional Terms and Conditions of this Agreement are set forth below and are hereby incorporated into this Agreement, and by this reference made a part hereof.

By execution hereof, the undersigned hereby certifies that he has read this Agreement including the additional Terms and Conditions, and that he is duly authorized to execute this Agreement on behalf of Contractor.

Bianchi Sound

Date

Davis Joint Union School District

Date

RELATIONSHIP OF COMPANY:

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

By: _____



2/6/17
Date: _____