

## **CONTRACT NAME: AGREEMENT BETWEEN AIRPLAY EVENTS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** These agreements between Airplay Events and DJUSD are to provide inflatables, a dunk tank and miniature golf for use at the Harper Junior High Spring Play Day and a mobile rock climbing wall and a slip 'n slide for the Holmes Junior High Spring Play Day.

Both events will be held on June 7, 2017. The cost of the event for Harper is \$1,275 and the cost for the event at Holmes is \$1,195. Both will be paid from site associated student body (ASB) funds. No additional funds are being requested.

April 14, 2017

**Client:**  
**Harper Jr. High – DJUSD – Davis, CA**



This is to formalize the agreement between Airplay Events and Client to provide special event amusements for their June 7, 2017 event.

Client understands and agrees with the following:

**1. Point of Contact**

The Event contact will be Mike Wilbur and can be reached on his cell phone at 916-769-0051.

**2. Payment & Procedures**

Client agrees to pay the total amount due of \$1275.00 on/by the date of the event. Payment must be made by check in full on/by this date or additional fees will apply. No deposit is required for this event.

**3. Approved Menu and delivery items**

It is agreed that Airplay Events will provide the following items: 40 Foot Obstacle Course, Crazy Racers, Slip 'n Slide, Dunk Tank, Generator & Mini Golf. Client will provide full staffing for each of the items during their use. Nobody will be permitted to use these items while not staffed.

**4. Insurance**

Airplay Events can provide a certificate of insurance at no charge. Additional insured endorsements can be provided, usually at no charge for property owners and government agencies. Fees may apply to other organizations. Please forward requirements if you need an additional insured endorsement at least 10 days prior to the event date.

**12. Guarantee**

Airplay Events can make no guarantees with regards to weather. Cancellations due to expected weather should be made 24 hours in advance. Weather cancellations will forfeit the deposit. Non-weather cancellations must be made 2 months in advance. Cancellations made less than 2 months prior to event date will be charged 15% of the total bill.

**16 Contracting**

A signed copy of this agreement should be mailed to: Airplay Events, PO Box 4022. Davis, CA 95617

Acknowledged and Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

For Airplay Events: \_\_\_\_\_

## Airplay Events, Mike Wilbur

PO Box 4022  
Davis, CA 95617



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### Client: Holmes Jr. High, DJUSD

Services Date

June 7, 2017

Services Performed By:

Airplay Events, Mike Wilbur  
PO Box 4022  
Davis, CA 95617

Client:

Holmes Jr. High  
DJUSD

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This is to formalize the agreement between Airplay Events and Client to provide special event amusements for their June 7, 2017 event.

Client understands and agrees with the following:

### Point of Contact

The Event contact will be Mike Wilbur and can be reached on his cell phone at 916-769-0051.

### Payment & Procedures

The total discounted charge for this event is \$1195.00. Payment must be made in full on/by this date or additional fees may apply. Contract is based on payment made by check.

### Approved Menu and Delivery Items

Contractor shall provide the Services and Deliverable(s) as follows:

Mobile Rock Climbing Wall w/ 2 staff

Slip 'n Slide Water Slide

(1) Generator

### Insurance

Airplay Events will provide an additional insured endorsement at no charge. This will be provided once client provides the exact wording as required on document.

## Guarantee

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Airplay Events can make no guarantees with regards to weather. All efforts should be made to move the event inside if weather is an issue and inside friendly items will be mutually agreed upon and substituted for existing list.

## Contracting

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It is agreed that the above stated contract will apply to all aspects of this event. Any changes will be made by agreement of both parties. A signed copy of this agreement should be mailed to: Airplay Events, PO Box 4022. Davis, CA 95617

Holmes Jr. High, DJUSD

AAirplay Events, Mike Wilbur

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**DJUSD**DAVIS JOINT UNIFIED  
SCHOOL DISTRICTJohn A. Bowes, Ed.D.  
Superintendent

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526 B Street • Davis, CA 95616 • (530) 757-5300 • FAX: (530) 757-5323 • [www.djUSD.net](http://www.djUSD.net)**RELATIONSHIP OF COMPANY:**

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

By: \_\_\_\_\_

MIKE WILBUR

Date: \_\_\_\_\_

5/23/17