

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 DJ, Lights and Photo Booth Services to Davis Senior High School for the Winter Dance on December 9, 2017.

FISCAL IMPACT: The total cost of these services is \$850, paid from Associated Student Body funds.

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 9th, 2017 Start Time to 8:00pm 11:00pm

Location Davis Sr. High School

On Campus

(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.

\$850.00

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

X

Date:

11/17/18

Client Signature

X Daniel Marquez

Date: November 10, 2017

DJ Dan Utica Services



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:

DJ Dan Utica Services 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 DJ Dan Utica Services 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. DJ Dan Utica Services 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 DJ Dan Utica Services 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, DJ Dan Utica Services 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 DJ Dan Utica Services, its officers, agents or employees, arising out of their performance under the terms of this agreement.

By: _____

Date: _____

Contract Dated November 10, 2017 for DSHS; DJ Dan Utica Services December 9, 2017