

CONTRACT NAME: AGREEMENT BETWEEN ACCURATE PRODUCTIONS, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between Accurate Productions, Inc. and DJUSD is to provide a DJ, photo booth and lighting for the Davis Senior High School Senior Ball on Saturday, May 25, 2018.



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95519

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www.accurateproductions.com

CLIENT INFORMATION

NAME: Anthony Vasquez DATE: 12/12/2017
 ORGANIZATION/FIANCE: Davis High School
 ADDRESS: 315 W 14th St. CELL PHONE: (530) 304-5169 [Samantha]
 CITY, STATE, ZIP: Davis, CA 95616 HOME PHONE: (530) 757-5400 ext. 150 [Julieta]
 EMAIL ADDRESS: avasquez@djusd.net, WORK PHONE: (530) 757-5400 ext. 150 [Cheryl]
 jkamin@djusd.net

AGREEMENT BETWEEN COMPANY AND CLIENT

OCCASION: School Prom EVENT DATE: 5/25/2018
 TIME START/END: 7:00 PM - 12:00 AM TOTAL HOURS: 5
 NUMBER OF GUESTS: 300 LOCATION: Hyatt Regency - Sacramento
 SERVICES TO BE SUPPLIED: Professional Entertainment Services

APPLICABLE FEES AND CHARGES

SERVICES:			
Schools: Platinum Package:	\$1,745.00		
Additional Time:	\$250.00		
ENHANCEMENTS:			
Lighting Towers (4)	\$400.00		
#Selfie Photo Mirror (3hrs)	\$650.00		
	\$0.00		
	\$0.00		
	\$0.00	RESERVATION DEPOSIT:	\$1,422.50
	\$0.00		
TRAVEL:	\$0.00	DUE 7 DAYS PRIOR TO	
DISCOUNTS:	-\$200.00	EVENT DATE:	\$1,422.50
OVERTIME CHARGE OF \$100.00			
PER 1/2 HOUR			
OR \$200.00 PER FULL HOUR			
			TOTAL: \$2,845.00


SIGNED CONTRACT AND PAYMENT MUST BE RECEIVED BY 12/15/2017 TO GUARANTEE DATE.
 CHECKS SHOULD BE MADE PAYABLE TO: **Accurate Productions, Inc.**

TERMS AND CONDITIONS

* (1) PARTIES ENTERING INTO THIS CONTRACT ARE PERMANENTLY BOUND TO FULFILL THE OBLIGATIONS BY THIS AGREEMENT UNLESS BOTH PARTIES MUTUALLY AGREE TO LEAVE THE AGREEMENT AND ITS RESPONSIBILITIES. (2) MANAGEMENT RESERVES THE RIGHT TO SUBSTITUTE AN ENTERTAINER IN CASES OF EMERGENCY, ILLNESS, OR EXTENUATING CIRCUMSTANCES. (3) COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES/LOSSES DUE TO "ACTS OF GOD" OR EVENTS OUTSIDE ITS' CONTROL. (4) IF THIS AGREEMENT IS BREACHED, DAMAGES SHALL NOT EXCEED THE AMOUNT DUE UNDER THIS AGREEMENT. (5) CLIENT AGREES TO ASSUME RESPONSIBILITY FOR ANY NEGLIGENT DAMAGES OR LOSSES TO COMPANY PROPERTY INCURRED DURING BOOKING ENGAGEMENT. (6) HOT MEALS ARE REQUIRED TO BE PROVIDED FOR ALL DJ STAFF DURING EVENT. (7) ADDITIONAL CHARGES MAY APPLY RE: SPECIAL MOVING FOR SET-UP/BREAKDOWN DUE TO STAIRS, ELEVATORS OR LONG DISTANCES FROM LOADING DOCK. (8) CANCELLATION OR CHANGES TO THE CONTRACT MUST BE IN WRITING NO LESS THAN 30 DAYS PRIOR TO EVENT DATE DESCRIBED HEREIN. IF CANCELLATION IS MADE 30 DAYS OR LESS OF THE EVENT DATE DESCRIBED HEREIN, FULL BALANCE STATED ABOVE IS IMMEDIATELY DUE. (9) IN THE EVENT OF NON-PAYMENT, THE DJ RETAINS THE RIGHT TO ATTEMPT COLLECTION THROUGH LEGAL MEANS. THE CLIENT WILL BE HELD RESPONSIBLE FOR ALL COURT FEES, LEGAL FEES AND COLLECTION COSTS INCURRED BY THE DJ. THERE WILL ALSO BE A \$25 SERVICE FEE FOR EACH COLLECTION NOTICE THAT "ACCURATE PRODUCTIONS, INC." SENDS TO THE CLIENT DUE TO NON-PAYMENT. (10) \$30.00 SERVICE FEE FOR ANY RETURNED CHECKS WRITTEN TO "ACCURATE PRODUCTIONS, INC." (11) IN THE EVENT THE POLICE SHOW UP DUE TO MUSIC/NOISE LEVEL, MUSIC WILL BE SHUT OFF AND NOT TURNED BACK ON. (12) ALL RECEIVED PAYMENTS ARE NON-REFUNDABLE. (13) COMPANY RESERVES THE RIGHT TO CAPTURE PHOTOS AND VIDEO FOOTAGE

DURING EVENT FOR PROMOTIONAL PURPOSES. (14) THE SOCIAL SHARE STATION OF THE SELFIE PHOTO MIRROR IS CONTINGENT ON A RELIABLE WIFI INTERNET CONNECTION.

I HAVE READ THIS ENTIRE AGREEMENT AND ACCEPT ALL TERMS AND CONDITIONS BY SIGNING THIS DOCUMENT.

	CLIENT E-SIGNATURE:		DATE:	
	EMAIL ADDRESS:		TIME:	
	PHONE NUMBER:		IP ADDRESS:	



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

Winfred B. Roberson, Jr.
Superintendent

526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ www.djUSD.net

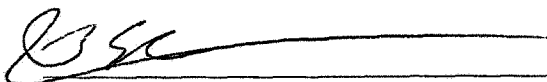
RELATIONSHIP OF COMPANY:

Accurate Productions, Inc. 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 Accurate Productions, Inc. 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. Accurate Productions, Inc. 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 Accurate Productions, Inc. 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, Accurate Productions, Inc. 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 Talon Entertainment, its officers, agents or employees, arising out of their performance under the terms of this agreement.


By: CEO

For Accurate Productions, Inc.
December 10, 2017

12/11/17
Date: