

**CONTRACT NAME: AGREEMENT BETWEEN FIREHOUSE
ENTERTAINMENT AND EVENT RENTALS AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is an agreement between Firehouse Entertainment and Event Rentals and DJUSD for DJ, lights and photo booth services for the February 23 Davis High School Dance.

FISCAL IMPACT: The cost of these services is paid by Associated Student Body funds.

From:**Fran Rios**

Firehouse Entertainment & Event Rentals, LLC

Entertainment / DJ

530-666-0263

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Bill To:	Davis High School - jkamin@djUSD.net
	Julieta Kamin
Project:	Davis High School Dance
Type	Event
Date	02/23/2018
Time	8:30 pm - 11:00 pm
Location	Davis High School

DAVIS HIGH SCHOOL DANCE PROPOSAL

Version 1

PROPOSAL

DJ Event

\$725.00

Package pricing is based on your event's location and the length of time in hours.



Planning Packet

At the time of booking you'll receive a planning packet, available in both digital and printed formats, to make timeline planning and music selection a breeze.



Consultations

We offer as many consultations as you deem necessary to review your planning packet and discuss your song choices and unique details, at no extra charge.



DJ Services

Includes one sound system with all needed players, speakers, and cables. The DJ will custom build playlists based on your specifications and is there to focus on the music and make sure you and your guests are having a good time. He will coordinate with all other vendors and will make announcements as necessary.



Dance Lights

Includes no less than two colored moving lights to help create a fun and upbeat atmosphere on the dance floor.



Open Air Photo Booth

\$575.00

Photo booth services provided by Christopher Armstrong Photography. 2.5 hours of service including unlimited prints.



School Discount

Discount amount is listed below.

Subtotal: **\$1,300.00**

Discount: **\$425.00**

Total Amount: \$875.00

PAYMENT SCHEDULE

1. \$387.50 #6184-000518 Feb 5, 2018 UNPAID

2. \$487.50 #6184-000519 Feb 23, 2018 UNPAID

Total Amount: **\$875.00**

SERVICE AGREEMENT

The following is a contract for Disc Jockey and/or Master of Ceremony services to be delivered by **Firehouse Entertainment & Event Rentals, LLC**, hereafter referred to as "FHE", to **DJVS/DHS**, hereafter referred to as **Client**, for a **DJ Event** on Feb 23, 2018 at Davis High School.

The show will begin no later than 8:30 pm and will end at 11:00 pm (for a total performance time of 2.5 hours), unless otherwise agreed upon by FHE and **Client**. Set-up will be completed no less than 15 minutes prior to the start of the show.

The fee for this event will be **\$875.00**. If the show runs longer at the request of **Client** and agreed upon by FHE or its representative, a fee of \$200 will be added for each additional hour of services.

FHE will provide 1.) a minimum of two (2) qualified DJ/MCs for the duration of the show including set-up and take down of all equipment 2.) all needed music players, speakers, cables, cords, and basic dance lighting 3.) appropriate music for the event, venue, and guests; and 4.) no less than one (1) microphone for DJ use.

Additional items and services provided by FHE not listed above:

Photo Booth Services

Client will provide 1.) two (2) 3-pronged, grounded outlets for use by FHE equipment 2.) an area (approx. 10'x10') for the set up of FHE equipment 3.) a reasonably safe environment for the FHE employee and equipment, free from theft, damage or abuse from patrons while performing the event 4.) a minimum of two vendor meals.

Payment

A non-refundable deposit of **\$387.50** (25% of the total event fee) or \$100.00, whichever is greater, is due at the time of booking to secure the event date. Deposits paid will be applied to the total contracted price.

Full payment of **\$875.00** is due a minimum of one (1) week prior to the date of the event. An invoice will be generated showing payments received and any amount owed. The invoice will serve as receipt of payment unless otherwise requested. Payments will be considered "late" upon completion of the show. A \$250 fee will be added if a payment is deemed "late" without prior agreement between **Client** and FHE. Any bounced checks will incur a \$25 returned check fee.

Cancellation

If **Client** cancels the event at any time after booking, the deposit paid to FHE to secure the event date will not be returned. If the event is canceled within forty-five (45) days of Feb 23, 2018, **Client** is responsible for paying 50% of the total contracted price. If the event is canceled within one (1) week of Feb 23, 2018, **Client** is responsible for paying 100% of the total contracted price.

Unforeseen Circumstances

In the event of a problem which causes the immediate termination of the performance, i.e stolen / catastrophic damage to equipment by a patron or attendee, event closed by law enforcement etc., **Client** will be responsible for the full cost of the show, regardless of amount completed. If the equipment failure is the result of misuse or ill repair by FHE, **Client** will be refunded any amount paid to FHE for that event, excluding the deposit.

In the event of willful or negligent damage or destruction to FHE equipment by **Client** patrons or staff, **Client** will be responsible for the repair or replacement of the affected item(s). FHE employees will make every reasonable effort to ensure that all equipment is protected from abuse and/or damage by event patrons and/or attendees.

Copyright

Copyright law requires that a license is obtained for any public performance "open to the public or at a place where a substantial number of persons outside the normal circle of a family and its social acquaintances is gathered." **Client** warrants that they have obtained the necessary copyright license for the public performances pursuant to this contract. **Client** agrees to indemnify FHE for any liability, including reasonable attorney fees and costs, on any claim of copyright infringement arising out of public performances pursuant to this contract. Weddings, school functions, and private parties are exempt from having to procure any copyright licenses.

This contract constitutes the entire agreement between both parties and no other prior or subsequent terms of any kind will be binding unless in writing and signed by both parties (or their authorized representatives).

Fran Rios

TBD



2/14/18

TBD

Bruce E. Colby
Chief Business Officer
Davis Joint Unified School District

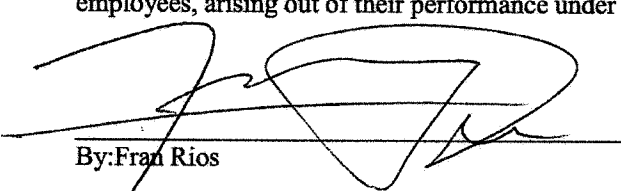
**DJUSD**DAVIS JOINT UNIFIED
SCHOOL DISTRICTJohn A. Bowes, Ed.D.
Superintendent526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ www.djUSD.net**RELATIONSHIP OF COMPANY:**

Firehouse Entertainment & Event Rentals, LLC 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 Firehouse Entertainment & Event Rentals, LLC 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. Firehouse Entertainment & Event Rentals, LLC 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 Firehouse Entertainment & Event Rentals, LLC 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, Firehouse Entertainment & Event Rentals, LLC 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 Firehouse Entertainment & Event Rentals, LLC, its officers, agents or employees, arising out of their performance under the terms of this agreement.


By: Fran Rios2/8/18
Date:

Davis High School Dance Proposal 2/23/18