

**CONTRACT NAME: AGREEMENT BETWEEN SOS
ENTERTAINMENT AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This contract between SOS Entertainment and DJUSD is to provide rental of the Sheraton Grand Sacramento Hotel for the Davis Senior High prom on May 2, 2015.

The cost of the rental is \$3,050.00. There will be no impact to the general fund. The costs will be paid from site associated student body funds.



San Diego – Los Angeles – San Jose
Central Office: 17645 Sierra Hwy, Santa Clarita, CA 91351
(800) 6321-SOS (767) - Fax: (888) 425-2378

SINGLE EVENT CONFIRMATION CONTRACT

AGREEMENT made on **April 20, 2015** by and between **Davis Senior High School** hereinafter referred to as the "Client", and By Request SOS ENTERTAINMENT referred to as "SOS".

I. Event Details

Event: **PROM**

Date: **05-02-15**

Time: (FILL IN TIMES) **3:00 PM**

Location: **SHERATON GRAND SACRAMENTO HOTEL**

***On-site contact name (for day of event) _____ Contact's #: _____

ERK MORGAN 530-400-9712
Anthony Vasquez
David Achimore

II. Equipment / Service Package

See attached Invoice

III. Payment Details

The Client in consideration of services to be rendered by SOS, and the mutual promises contained herein, hereby agrees to pay SOS the following consideration: The Reservation Fee (deposit) of **\$0.00** towards the final Performance Fees of **\$3,050.00** amount also on package detail) for the time frame outlined above. - Balance is due by the event date.

IV. Client Direction

Client expressly reserves the right to control the manner, means and details of the performance of the services by SOS through the provided questionnaire(s) and/or through an event agenda provided by Client. SOS must receive any written event/music agenda or music request list prior to the engagement for it to be included in SOS's programming guidelines.

V. Equipment Guarantee

SOS will be responsible for any self-caused damage and a refund of all deposits will be made to Client in the event of major unforeseen equipment failure.

VI. Arrival Time, Set-up and Strike

This agreement guarantees that SOS will be ready to perform at the start time of the engagement. No guarantee is made as to SOS's time of arrival; however, SOS requests that they be permitted at least **3 hour(s) Total before** the engagement for set-up and **1.5 hour(s) after** the engagement for tear down.

VII. Cancellation and Amendments

This agreement cannot be terminated except by mutual written consent of both the Client and SOS. If termination is initiated by Client, it must be done so in writing and agreed to by SOS in writing. Termination of event within less than TWO WEEKS prior to listed date will result in a \$500.00 cancellation fee or 25% of Performance fee-whichever is greater. Client will also be required to pay (in addition to the cancellation fee) any unrecoverable costs already incurred by SOS (but not more than the total fee agreed upon)

Signature of SOS _____

Dated _____

Signature of Client **WB**  _____

Dated **4/22/2015** _____

SOS Entertainment

SOS Entertainment
 17645 Sierra Hwy
 Canyon Country, CA 91351

(661)424-1767

Invoice

Date	Invoice #
05/02/2015	6478
Due Date	
06/01/2015	

Bill To
Davis High School 315 West 14th Street Davis, CA 95616

Amount Due	Enclosed
\$3,050.00	

Please detach top portion and return with your payment.

Sales Rep
BRITTANY

Activity	Quantity	Rate	Amount
* PROM MAY 2, 2015 TIMES: _____ SHERATON GRAND SACRAMENTO HOTEL			

Continue to the next page.

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> • DANCE PACKAGE D DJ/MC for Event Lighting Technician for Intelligent Lighting *** DANCE PACKAGE INCLUDING*** 1) Professional DJ Mixing Station w/ Microphone and Monitor Speaker 1) Custom Stand for Mixing Console Large ""Front of House Sound System including: 4) Full-Range Professional PA Speakers 6) 18"" Professional Subwoofer Speaker Bottoms (includes 2 Speaker Stands for Full Range Speaker Tops as Sidefills) *** LIGHTING PACKAGE INCLUDING*** 1) Intelligent Lighting Controller Station 6) 10' Tall Vertical Truss Pillars (w/ LED Uplights) 6) LED Color Wash Lights (mounted to Vertical Truss) 6) Intelligent Moving Head Spot Lights (mounted to Vertical Truss) 	1	2,600.00	2,600.00
<ul style="list-style-type: none"> • 50' long x 5' wide Carpet Runner - RED 	1	150.00	150.00
<ul style="list-style-type: none"> • Travel Fee outside of 70 miles 	1	300.00	300.00
Total			\$3,050.00



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

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

By: _____

04 / 22 / 2015
Date _____