



F-9: School
Event
Contracts-
Lauretta
Eldridge

KERN HIGH SCHOOL DISTRICT

AGREEMENT FOR SCHOOL EVENT SERVICES

_____ (hereinafter referred to as "COMPANY")

agrees to furnish services (please check one):

- Dance Band** _____
- Disc Jockey** _____
- Guest Speaker** _____
- Other:** _____

to the Kern High School District (hereinafter referred to as "DISTRICT") as agreed hereinafter.

Company Name	
Company Contact	Business License No.
Company Address	
Company Phone No.	Fax No.
School Site Location	
Site Contact	Site Phone No.
Date of Event	Time of Event
Scope of Services	

The COMPANY will be paid the sum of _____ (Written in words)

(\$ _____) for consideration of services as specified. (Written in numbers)

This Agreement, including Section I – Fire and Safety Regulations, Section II – General Conditions, and Section III – Supplemental Conditions, constitutes the entire understanding between the COMPANY and the DISTRICT. It may be amended only by written addendum signed by both parties.

This Agreement shall be construed, interpreted and enforced under the laws of the State of California.

ACCEPTED:

DATED: _____

KERN HIGH SCHOOL DISTRICT

By _____
Richard J. Ruiz, Director, Business Services

DATED: _____

COMPANY

By _____

Print Name _____

APPROVED:
KERN HIGH SCHOOL DISTRICT

By _____ Date _____
Principal, School Site

KERN HIGH SCHOOL DISTRICT
REGULATIONS, CONDITIONS AND POLICIES
PERTAINING TO SCHOOL EVENT SERVICES

SECTION I – FIRE AND SAFETY REGULATIONS

1. At no time shall there be more persons admitted to the auditorium or other assembly than the legal seating capacity will accommodate.
2. All electrical equipment and outlets shall be coordinated with school electronics technician to comply with State Health and Safety Code.
3. Flammable decorations, including stage scenery, shall be fire resistant or flame protected in accordance with the requirements of the State Health and Safety Code.
4. No device which produces flame, sparks, smoke or explosions shall be used in the auditorium or other assembly room without the approval of the appropriate city and/or county fire chief.

SECTION II – GENERAL CONDITIONS

1. Use and occupancy of school property shall be primarily for public school purposes.
2. Any contract may be revoked without previous notice where conflicting dates have resulted or where need of the facility for public school purposes has subsequently developed.
3. School furniture or apparatus may not be removed or displaced without permission from and under the supervision of the school district employee in charge.
4. There shall be no smoking in or about the school buildings and premises, nor shall intoxicants or narcotics be used, nor shall profane language, quarreling or gambling be permitted. Violations of this rule or any other rule shall be sufficient cause for denying further contracts to the organization.
5. **Notices:** Any and all notices or other matters required or permitted by this contract or by law to be served on, given to, or delivered to either DISTRICT or COMPANY, by the other party to this contract shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States mail, first class postage paid, addressed to DISTRICT as follows:

Kern High School District
5801 Sundale Avenue
Bakersfield, California, 93309
Attn: Richard J. Ruiz, Director
Business Services

or to the COMPANY as follows:

Attn: _____

Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

6. **Insurance:**

COMPANY shall take out and maintain at its own cost and expense during the term of this agreement the following insurance (check applicable box):

- Dance Band** (Insurance Required)
- Disc Jockey** (Insurance Required)
- Guest Speaker** (Insurance Required)
- Other:** _____ (Insurance Required)

a. **(Business Services Use Only)** Public Liability/Property Damage Insurance and Comprehensive Automobile Liability Insurance in amounts not less than:

- No Insurance Required

Or;

- \$100,000.00 per occurrence/aggregate for death/personal injury; \$100,000.00 per occurrence/aggregate for property damage; and \$100,000.00 combined single limits of bodily injury, property damage, including coverage for owned, non-owned and hired autos.

Or;

- \$250,000.00 per occurrence/aggregate for death/personal injury; \$250,000.00 per occurrence/aggregate for property damage; and \$250,000.00 combined single limits of bodily injury, property damage, including coverage for owned, non-owned and hired autos.

Or;

- \$500,000.00 per occurrence/aggregate for death/personal injury; \$500,000.00 per occurrence/aggregate for property damage; and \$500,000.00 combined single limits of bodily injury, property damage, including coverage for owned, non-owned and hired autos.

Or;

- \$1,000,000.00 per occurrence/aggregate for death/personal injury; \$1,000,000.00 per occurrence/aggregate for property damage; and \$1,000,000.00 combined single limits of bodily injury, property damage, including coverage for owned, non-owned and hired autos.

- b. Workers Compensation Insurance for all of COMPANY'S employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., COMPANY shall submit to DISTRICT an acceptable Workers Compensation certificate.
- c. A minimum rating of "A-,VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.
- d. COMPANY shall name DISTRICT as additionally insured for liability coverage. District's name shall read as: "The Kern High School District, their elected or appointed trustees, agents and employees."

- e. In addition, the COMPANY hereby agrees to indemnify, defend and hold harmless the Kern High School District and its trustees, agents and employees from and against all claims, suits, including the cost of defense, losses, damages, injury and liability for damages arising as a result of negligence or omissions of the COMPANY, its agents, officers, or employees, in the performance of its services under this CONTRACT. Acceptance of any insurance certificates required under this Agreement does not relieve the COMPANY from liability under this indemnity and hold harmless clause.
7. **Decorations and/or Equipment:** Written description of items furnished by COMPANY to be attached to this Agreement. (See attached Section III – Supplemental Conditions Event Services)
8. **Payments:** A booking deposit will be acceptable. However, no full payment until the completion of event.
9. **Termination:** Either party may terminate this Agreement without penalty should there be a material breach of the agreement by the other party. The DISTRICT reserves the right to immediately terminate this Agreement for violation of Section III paragraph 4. The DISTRICT reserves the right to withhold funds for breach of contract in the event of immediate cessation of performance.
10. **Assignment/Transfer:** The COMPANY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof without the express written consent of the District's Representative. If the COMPANY shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, without first obtaining the written consent of the DISTRICT, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the COMPANY, and to its purported assignee or transferee. The consent of the DISTRICT shall not be construed to, or operate in any way to, increase the cost to, or reduce the obligations to, the DISTRICT, or relieve the COMPANY of any obligations. DISTRICT will not enter into a separate or different agreement with any assignee following consent to assignment, and the terms of this Agreement shall remain in full force and effect.
11. **Business License:** In order to perform the work required by this Agreement, COMPANY must possess a valid, active business license issued by the appropriate city and/or county, which shall remain valid and active throughout the Project. **Please attach a copy of business license.**

KERN HIGH SCHOOL DISTRICT
REGULATIONS, CONDITIONS AND POLICIES
PERTAINING TO SCHOOL EVENT SERVICES

SECTION III – SUPPLEMENTAL CONDITIONS

EVENT SERVICES

1. The COMPANY will furnish _____
(i.e., dance music, guest speaker etc.)
on _____, 20 _____, from _____ a.m. / p.m. to _____ a.m. / p.m.
at _____.

2. The COMPANY will consist of _____ employees.

3. The COMPANY may enter the school site for set up at _____ a.m. / p.m.
The COMPANY will be set up and equipment ready at least 20 minutes prior to event.

4. **Dance Event** (Check if applicable).

The COMPANY will provide agreed upon music for the agreed upon number of hours. All requests, instructions, or orders given by the faculty member on duty will be promptly and courteously followed, including these specific directions:

- a. No dancing by employees of the COMPANY;
- b. No guest privileges for employees of the COMPANY;
- c. No consumption or possession of alcoholic beverages or illegal drugs prior to or during the dance by employees of the COMPANY;
- d. The COMPANY shall be aware that this dance is a high school setting. Music that promotes or advocates vulgar language, sex, violence, etc. is not permissible during this event;
- e. The COMPANY employees will wear appropriate attire;
- f. The COMPANY will take intermissions of not more than ten minutes per each hour of performance (One fifteen minute break for 1-1/2 hours, two 15 minute breaks for a three hour performance, etc.), and breaks may not be consecutive;
- g. The COMPANY employees shall not leave the dance premises.

5. The COMPANY shall exhibit proper conduct as determined by the faculty member on duty.

6. Booking Deposit (if applicable): \$ _____.

7. Other Stipulations: _____

_____.

DISTRICT (Business Services) Initial: _____

COMPANY Initial: _____

8. Written Description of Items Furnished by COMPANY: _____

DISTRICT (Business Services) Initial: _____

COMPANY Initial: _____