



CONTRACT AGREEMENT

This contract/agreement shall serve as the basic operating Contract for the services described below:

1. DATE April 1, 2025

2. CONTRACTOR' (S) Name: JMA Security

3. BUYER' (S) Name: Kathryn Hayes Elsie Allen High School

Phone: 7078903840x51112 Fax: N/A

CONTRACT INFORMATION

4. Date(s) of service: June 4, 2024 6:00 pm to June 5, 2024 6:00 am
June 5, 2024 6:00 pm to June 6, 2024 6:00 am

5. Type of Events: Grad set up

6. Time(s) of Service: Specified above line 4

7. Approx. # of Guest: n/a Alcohol: ☒ No ☐ Yes

8. Location of service	Elsie Allen Highschool 599 Bellevue Ave, Santa Rosa, CA 95407
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9. Payment Agreement: Client fully understands if the contract is cancelled JMA Security will bill for the dates that have been reserved for the requested security detail client Initials: X

COMPENSATION INFORMATION

10. Amount of compensation:	<u>1</u>	Officer @	\$ 46.00	x	<u>24</u> Hours =	\$ 1,104.00
		Officers @	\$ 46.00	x	<u>Hours =</u>	\$ -

TOTAL: \$ ~~1,056.00~~ 1,104.00

Deposit: n/a

Paid On: _____ ☐ Cash ☐ Credit ☐ Check #:

Amount Due: \$1,104.00 Due Date: security details is com

CONTRACTOR'S Signature: _____ Date: _____

BUYER'S Signature: _____ **Date:** _____

CONSULTANT EDUCATIONAL SERVICES AGREEMENT

This Consultant Education Services Agreement, effective this 1st of June, 2025 (the "Agreement"), is entered into by and between the **CESAR CHAVEZ FOUNDATION** (the Provider), a California non-profit corporation (Federal Tax I.D. 95-2466747) located at Post Office Box 310, 29700 Woodford-Tehachapi Road, Keene, CA 93531 (hereinafter "CCF"), and **Chavez Language Academy** with respect to the following facts and set forth in Exhibit "A" of this Agreement:

Section 1.1 Purpose. By this Agreement, the Parties desire to set forth the terms and conditions upon which Provider shall provide, and Chavez Language Academy shall compensate Provider for, the performance of Provider's obligations under this Agreement, and set forth the Parties' rights and obligations relating to this Agreement.

Section 1.2 Disclaimer of Warranties. Chavez Language Academy understands and acknowledges that the Services provided by Provider through this Agreement are part of a pilot program developed by Provider. As such, Provider disclaims all express, implied representations, warranties, and guarantees with regards to the Services, including but not limited to representations or warranties of the quality of the Services or results generated by the Services.

Additionally, Chavez Language Academy hereby agrees to ensure that all Chavez Language Academy agents, officers, and employees will implement the Services with fidelity and according to instructions outlined in Exhibit A.

Section 1.3 Provider Qualification. Provider represents that it and all persons whom it employs or retains to perform this Agreement have the necessary training, skill, and experience, and are qualified to so perform, including having throughout the Agreement Term all required licenses, permits, and/or certifications (collectively and separately "License").

Section 1.4 Work Products and Right Thereto. Unless stated otherwise in this Agreement or in Exhibit A, this Section shall survive the termination of this Agreement and apply to A) any work and/or documentation that Chavez Language Academy provides to Provider pursuant to or relating to this Agreement ("Chavez Language Academy's Work"); and B) any work and/or documentation that is prepared by Provider pursuant to or relating to this Agreement ("Provider Work") The following applies to the school's work: a) the Chavez Language Academy's Work is the property of the Chavez Language Academy and the Chavez Language Academy has all interests and rights thereto; b) Provider does not own and shall not claim any interest or right to or in the Chavez Language Academy's Work; c) the Chavez Language Academy grants to Provider a license during the Contract Term to use and reproduce the school's work necessary for Provider to perform this Agreement, and d) Provider shall return any or all of the school's work upon the school's request.

The following applies to the Provider's Work: a) Provider represents that the Provider Work is Provider's original work and does not contain any unlawful matter or infringe upon any Third Party's copyright, right, or interest. For the purpose of this Agreement, "Work" means any data, document, display, drawing, report, material, invention, work, discovery including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically store, and shall include source codes and other codes and

information if this Agreement requires Provider to prepare, create, modify, update, or perform work relating to any website, webpage, and/or the computer software, program, or product.

Section 1.5 Confidential Material. If any documents and/or information (for example and not as a limitation employee or student records) that are subject to nondisclosure or protection under federal and/or state laws (collectively and separately "Confidential Material") are provided to or created by the Parties pursuant to this Agreement, the Parties shall: a) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or court order or as this Agreement may permit or if the Confidential Material was already known by one of the Parties; b) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to Provider's performance of this Agreement; and c) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use.

Section 1.6 Record Retention and Inspection. Provider shall maintain accurate records of Services provided under this Agreement, amounts billed pursuant to the Agreement, and all documents required of Provider under this Agreement for the duration of at least two years after the date on which this Agreement terminates and make them available, upon the Chavez Language Academy's request, for review, audit, and/or copying by the Chavez Language Academy. Upon thirty (30) day written notice by Chavez Language Academy to Provider that a longer retention period is necessary in order for Chavez Language Academy to comply with records retention requirements under federal or state laws or funding requirements, Provider shall continue to retain such books and records for the period stated in the Chavez Language Academy's written notice.

Section 1.7 Access to Student Data. The Chavez Language Academy shall provide a means by which an authorized agent of the Provider can search and export student data from Chavez Language Academy's database through reasonable procedures so that the Provider can fully perform the terms set forth under this Agreement through the duration of the Agreement.

Section 1.8 Compliance With Applicable Laws. Each party agrees to comply with all federal, state, and local laws, including without limitation, applicable health, safety, and civil rights laws, rules, regulations, and ordinances.

Section 2 Payment

Section 2.1 Contract Amount: As full consideration and compensation for Provider's performance of this Agreement, District shall pay Provider the Contract Amount set forth in the Payment Schedule attached herein as **Exhibit A**.

Section 2.2 Invoicing and Payments. Provider shall submit to District an invoice no later than the 15th day of the month immediately following the last day of the period for which Provider requests payment. Provider may submit invoices to District electronically or via email. In the event District requires additional information to approve and/or process any invoice submitted by Provider, the District shall notify Provider in writing that it requires additional information to process payment of an invoice.

Section 2.3 Late Fee Payment. District shall be liable for late payments, which are defined as any amounts owed by District that are not received by Provider on the due date. All late payments shall incur a late fee of 3% of the invoice amount, per month. If the District has any unpaid invoices overdue by more than fifteen days (15) days, the District will be notified that Provider has the right to suspend the Services. Failure by District to pay any invoice within thirty (30) days of the due date may result in account termination by Provider without further notice to Client. Termination of the Agreement pursuant to this late payment policy does not release the District from liability for any amount due at the time of termination. The District represents and warrants that it shall reimburse Provider for all its collection costs, including attorneys' fees, collection fees and court costs.

Section 3 Term and Termination of Agreement

Section 3.1 Contract Term. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date set forth in Exhibit A and any written extension thereto ("Contract Termination Date") and unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 a.m. midnight on the last day of the Contract Term without any notice or action by either Party.

Section 3.2 Termination During Contract Term. Either Party may terminate this Agreement upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party a fifteen (15) day written Notice to Cure Default. The Parties may also terminate this Agreement without cause by giving the other Party a ten (10) day Notice to Terminate Agreement.

Section 3.3 Rights and Obligations Upon Termination. Upon termination of this Agreement during the Contract Term, Chavez Language Academy shall pay Provider for the services that Provider was required to perform and has performed in accordance with this Agreement before the effective date of termination. Provider shall submit an invoice to Chavez Language Academy within 30 (thirty) days of the effective date of Termination.

Section 3.4 Force Majeure. A party is not liable for failing to perform or delaying the performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse the Chavez Language Academy's payment to Provider of any portion of the Contract Amount that is due to Provider where Provider has performed any services pursuant to the Agreement.

The Following are only applicable to fully managed programs by CCF:

Section 4 Insurance



Section 4.1 Required Insurance. Provider, at its cost, shall maintain in effect insurance that complies with the applicable requirements set forth below.

Section 4.2 Commercial General Liability. During the Contract Term, Provider shall maintain coverage for property damage, bodily injury, and personal injury of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

Section 4.3. Worker's Compensation. During the Contract Term, Provider shall maintain Employer's Liability Insurance with a limit of not less than \$1,000,000.00 per accident.

Section 4.4. Proof of Insurance. Upon written request of Chavez Language Academy, Provider shall provide Chavez Language Academy with written proof of the insurance required of Provider under this Agreement by submitting a copy of Provider's insurance policy and/or any other evidence of insurance satisfactory to the Chavez Language Academy.

Section 4.5. Additional Insured. During the Contract Term, Provider shall name Chavez Language Academy, its officers, employees, attorneys, and designated volunteers as additional insureds on the policy(ies) with respect to liabilities arising out of Provider's performance of services under this Agreement.

Section 4.6. Waiver of Subrogation. Any insurance policies maintained by Provider pursuant to this Agreement shall contain an endorsement waiving the Provider's right of subrogation against Chavez Language Academy.

Section 5.1 Indemnity. Each Party agrees to defend, indemnify, and hold harmless the other Party, its board of directors, officers, agents, and employees harmless from and against any liability, loss, expenses (including attorney's fees), or claims of injuries or damages arising out of the performance of the terms of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the indemnifying party and/or its officers, agents and/or employees.

A party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the indemnifying party shall notify the other party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities, and persons involved, and the amount of being claimed. "Claim" means any claim, demand, lawsuit, cause of action, cross-complaint, cross-action, and/or proceeding arising out of or resulting from, or relating to this Agreement. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, or expense arising out of, resulting from, or relating to this Agreement.

Section 6.1 Dispute Resolution. The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Section 5.1 of this Agreement. During a dispute regarding payment under this Agreement, Chavez Language Academy shall pay Provider the amount that is undisputed and due to Provider. A party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Section.

Section 7 General Provisions

Section 7.1 Entire Agreement. This Agreement states the entire agreement between the Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

Section 7.2 Modifications and Amendments. This Agreement may be amended or modified at any time by written mutual agreement of the authorized representatives of the Parties to this Agreement.

Section 7.3 Waiver. A waiver by any signatory to this Agreement of any breach of any provision to this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

Section 7.4. Governing Law and Venue. This Agreement between the Parties shall be governed by and construed according to California law. Any action to enforce this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Los Angeles County, California.

Section 7.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

Section 7.6 Assignment. The Parties shall not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement.

Section 7.7 Independent Contractor. The Provider is an independent contractor, and it and its directors, officers, employees, and agents are not, and shall not represent themselves as directors, officers, employees, or agents of Chavez Language Academy . This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties.

Section 7.8 Notices All notices, requests, consents, approvals, waivers, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed delivered to the relevant Party (a) on the date of personal delivery against a written receipt, or (b) on the date sent by confirmed telephonic facsimile transmission, or (c) on the first business day following the date of delivery to a nationally recognized overnight courier service, or (d) on the third business day following the date of deposit in the United States Mail, postage prepaid, by certified mail, in each case addressed as follows, or to such other address, person or entity as either Party may designate by notice to the other in accordance herewith:

To Provider: **Cesar Chavez Foundation**
Attn: Sarah Grams
555 N. Broadway Unit B103
Los Angeles, CA 90012

To Chavez Language Academy
School: **Chavez Language Academy**
Attn: **Name**
Street Address
City, State, Zip

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly authorized representatives.

CESAR CHAVEZ FOUNDATION

School: Chavez Language Academy

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Exhibit A:

Description of Deliverables & Services

1. **TERM:** The term of this Agreement shall be from **June 1st 2025 to May 31st 2026**
2. **SERVICES:** PROVIDER shall provide full curriculum materials and training for the ELA Summer Curriculum & Training

Chavez Language Academy 2025 CCF ELA Summer Curriculum & Training

1. Partnership Components

Programs & Services	Description	Components
Summer Learning Program ELA Curriculum & Training for grades TK - 5 (Spanish)	TK – 5 th grade literacy, language development, and social-emotional skill development program in alignment with Cesar Chavez Core Values (Spanish) All lessons in Spanish Spanish Read aloud texts and art materials not included (Estimate available upon request).	Curriculum & Training Includes ● Customizable training (90 - 120 min) ● Differentiated content for grade spans ○ TK – K ○ 1st – 2nd ○ 3rd – 5th ● Tailored Curriculum Map ● Lesson Plans & Slides ● Student Workbook ● Assessments (optional) ● Evaluation Report

2. Partnership Cost

Programs & Services	Cost Per Student / Session	Number of Students / Sessions	Total Cost
Summer Learning Program ELA Curriculum & Training for grades TK - 8	\$20 / student	Up to 250 students	\$5,000
GRAND TOTAL			\$5,000

ADDENDUM TO CONTRACT

Between

IlluminatED Collective, LLC

And

Santa Rosa City Schools

This addendum to the original contract with IlluminatED Collective, LLC, approved on 1/22/25, to provide:

- Planning and implementing a follow-up professional learning day with the Education Services Team focused on the connection between intention, action, and outcomes in district scheduling.
- Planning and implementing a follow-up professional learning focused on master scheduling with the administrative teams at Montgomery High School and Santa Rosa High School to support their transition to 7-12 (1/2 day)
- Planning and implementing a follow-up professional learning focused on master scheduling with the administrative teams at Elsie Allen, Maria Carrillo, and Piner High Schools, (currently 9-12) (1/2 day).

to Santa Rosa City Schools

The contract, under Item 3. Compensation is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed twelve thousand dollars (\$12,000) This is an increase of eight thousand dollars (\$8,000).

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written

_____.

Contractor's Name

By: _____

Name: _____

Date: _____

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Lisa August
Associate Superintendent

Date: _____

APPLICATION AND PERMIT FOR USE OF CITY COUNCIL CHAMBER AND PUBLIC MEETING AUDIO/VIDEO SERVICES

The undersigned hereby applies for a permit to use the City Council Chamber of the City of Santa Rosa at City Hall, 100 Santa Rosa Avenue, Santa Rosa, California.

Details and Conditions Relative to this Application and Permit:

- Name of Organization: Santa Rosa City Schools (hereinafter APPLICANT)
- Address of Organization: 110 Stony Point Road, Ste 210, Santa Rosa, CA 95401
- Phone Number: 707-890-3800
- Purpose for Which Organization Formed: City of Santa Rosa Schools administration
- Purpose for Meeting: School Board Regular and Special Meetings
- Date of Requested Meeting: Recurring meetings as scheduled by School Board
- Estimated Duration of Meeting: 4 hours
- Estimated Attendance: 20-150 people
- Date of Application: March 2025

This permit encompasses the use of the CITY'S physical facilities as well as the use of its Open Meeting software. City Staff (IT Media Services) will provide meeting recording services for School Board meetings. APPLICANT may discontinue this permit at any time upon thirty (30) days' notice to the other party with no penalty.

APPLICANT does hereby certify to receiving and reading City Council Policy 000-12 USE OF CITY HALL FACILITIES, INCLUDING CITY HALL (attached) for private meetings and to understanding the same. In consideration for permission to use City Hall facilities received from the City of Santa Rosa, its officers, agents, and employees (hereinafter CITY), APPLICANT does hereby release, discharge, hold and save harmless the CITY from any and all liability, claims, or demands arising out of said activity of APPLICANT whether or not there is concurrent, passive or active negligence on part of the CITY, but excluding liabilities due to the willful misconduct of the CITY.

Only authorized individuals are permitted access to the City Manager's Office restrooms and Mayor's Conference Room. This access is restricted to members of the school board and individuals directly involved in closed session meetings. All other persons are not allowed entry without prior authorization. Usage of the adjacent kitchen by the school board may be made available upon prior request. This includes use of utilities and equipment within the kitchen and does not include use of food or kitchen items purchased for the expressed purpose of closed session working lunches or the use of City Manager's Office staff personal food and beverage items.

In accordance with the terms of this agreement, the City Manager's Office is to be regarded as a confidential workspace. The School Board's access and usage of the facility are restricted solely to designated areas as outlined in this contract. No access to other areas of the office, Council Chambers, or City Hall is permitted without prior authorization.

Fee Schedule:

- After Hours Use of Chambers: \$40/month
- Media Services: \$275/meeting
- Public Safety Surcharge: \$400/meeting
- Use of Mayor's Conference Room: \$50/meeting

Payment is Required on a quarterly basis (at the end of each quarter) and should be payable to City of Santa Rosa and mailed to:

City Manager's Office
ATTN: Lindsey Daugherty
100 Santa Rosa Avenue, Room 10
Santa Rosa, CA 95404

Should the CITY be joined or named as a party in any legal proceedings or in any other action or matter, APPLICANT hereby agrees to indemnify, hold harmless, and defend or settle any and all claims or actions against the CITY and to pay any and all claims, damages, judgments, or other liability legally imposed upon the CITY arising out of any such proceeding any will pay all costs and expenses, including attorneys' fees and reasonable defense incurred in connection therewith.

A certificate of general liability insurance in an amount not less than \$1 million per occurrence and \$100,000 for property damages, naming the City of Santa Rosa, its officers, employees and agents as additional insured and related endorsements shall be furnished to the City Manager or their designee showing the required insurance coverage. Workers' compensation insurance and all employee taxes and benefits required by law shall be the responsibility of the APPLICANT.

Dated at Santa Rosa, California, the _____ day of _____, 2025

SANTA ROSA CITY SCHOOLS
Signature of Authorized Person:

Name: _____

Title: _____

CITY OF SANTA ROSA
Signature of Authorized Person:

Name: Lindsey Daugherty

Title: Administrative Supervisor

****S.E.E. THE BEST** SCHULTZ ENTERTAINMENT
EXPERIENCE**

P.O. Box 1428 • Novato, CA 94948 Cell phone (415) 608-8222 E-mail: jerry@djjerryschultz.com

SCHULTZ ENTERTAINMENT EXPERIENCE AGREEMENT

This agreement is made on 12-20-24 between SCHULTZ ENTERTAINMENT EXPERIENCE, a California Company ("SCHULTZ ENTERTAINMENT EXPERIENCE") and Santa Rosa High School ("Host"). Subject to the terms and conditions below, Host agrees to hire SCHULTZ ENTERTAINMENT EXPERIENCE to provide music and disc jockey services as follows:

Location Address: 1235 MENDOZINO AVE, SANTA ROSA 95401

Location Phone Number: 707-890-3850

Outdoors: Yes ☐ No ☐

Ceremony ☐ Outdoors: Yes ☐ No ☐ Location(if different) SONOMA RACEWAY

Date of Engagement 5-10-25 Performance Time: Begin 7:00 p.m. End 10:00

p.m. Type of Engagement: Wedding ☐ Dance ☐ Party ☐ Other ☐

(Theme: Prom)

Number of Guests: ☐ Dress: Casual ☐ Suit ☐ Tux(Formal) ☐ Costume ☐

Host Referred By: Previous & Calls/E-mail ☐

(SCHULTZ ENTERTAINMENT EXPERIENCE reserves the right to substitute another attendant.)

Price for 3.0 hours: \$ 1700.00 THIS IS THE "MINIMUM PRICE". HOST IS RESPONSIBLE FOR PAYING MINIMUM PRICE WHICH INCLUDES ADDITIONAL EQUIPMENT RENTAL FEES EVEN IF ENGAGEMENT ENDS EARLY, and even if disc jockey is present but unable to perform due to conditions beyond his control. Minimum Price, less \$ 850.00 non-refundable reservation fee, must be paid by Host to disc jockey, in cash, or by company check, or money order made payable to SCHULTZ ENTERTAINMENT EXPERIENCE before contracted beginning performance time. Personal checks accepted for deposit only; NO PERSONAL CHECKS will be accepted on engagement date for final payment. If SCHULTZ ENTERTAINMENT EXPERIENCE must bill, Host must pay \$50 SERVICE CHARGE. Minimum price includes all set-up and take-down charges. Basic dance lighting is included when appropriate at NO CHARGE. Lighting requested: Yes ☒ No ☐ Stairs at location: Yes ☐ No ☐ How many: ☐ IF CHECKED "NO" AND EQUIPMENT MUST BE MOVED ON A STAIRWAY OF MORE THAN THREE STEPS, HOST MUST PAY AN ADDITIONAL \$25 CHARGE. Host agrees to provide disc jockey with adequate shelter at outdoor engagements. Host must ensure availability of a 110 volt/15 amp AC receptacle at the location within 50 feet of place where disc jockey is to perform. If a generator is needed, SCHULTZ ENTERTAINMENT EXPERIENCE will provide you with one for a reasonable fee. Fee: \$

Additional equipment rentals: 2 photo booths-3 hrs.each-price included in above price. Fee: \$1700. Failure to provide a receptacle excuses performance of SCHULTZ ENTERTAINMENT EXPERIENCE under this agreement: Host remains liable for payment of minimum price (including any additional equipment rental fees). Overtime: ☐/hr. DJ, \$200.00/hr./photo booth

*Jerome Schultz/Schultz Entertainment Experience can not be held liable for any one getting COVID-19 at events we do or contacts that we make.

Performance location must be free from other instruments or obstacles that would interfere with Disc Jockey's performance. Parking must be provided for Disc Jockey near entrance to stage or other location where Disc Jockey is to perform. Parking is to be at least two car lengths in size. Failure to provide obstacle free performance area or parking excuses performance or Disc Jockey under this agreement. Host remains liable for payment of minimum price(including any additional equipment rentals). Parking fee (if applicable): N/A.(In addition to minimum price.)

Entrance to stage or other performance location must be granted to Disc Jockey at least 1 and 1/2 hours before performance time begins. Any delay in entrance to performance location, or in providing items set forth as above, will result in the same amount of delay in performance time. However, Host remains liable for original contracted performance time.

For liability reasons, stage or other D.J. performance location will be deemed OFF LIMITS TO ALL persons not connected with

SCHULTZ ENTERTAINMENT EXPERIENCE. No thoroughfares will be granted through D.J. performance area.

SCHULTZ ENTERTAINMENT EXPERIENCE agrees to use its best efforts to satisfy Host's song title requests; HOWEVER SCHULTZ ENTERTAINMENT EXPERIENCE CANNOT GUARANTEE THE AVAILABILITY OF OR THE PLAYING OF SPECIFIC SONG TITLES.

SCHULTZ ENTERTAINMENT EXPERIENCE agrees to use all its best efforts to control sound volume and abide by noise ordinances when posted; HOWEVER IT IS UNDERSTOOD THAT SLIGHT FLUCTUATIONS IN VOLUME LEVEL WILL OCCUR.

Neither SCHULTZ ENTERTAINMENT EXPERIENCE nor Disc Jockeys are responsible for amount of money given or not during money dances or other fund raising activities, UNDER ANY CIRCUMSTANCES.

Host is liable for damage to or theft of SCHULTZ ENTERTAINMENT EXPERIENCE equipment while the equipment is present at the location. Neither SCHULTZ ENTERTAINMENT EXPERIENCE nor its Disc Jockeys are responsible for damage to persons or property caused by the actions of Host or guests at the location. If Host or ANY guest(s) act in any threatening manner toward Disc Jockey, employees, or equipment, said Host and/or guest(s) must be made to leave the premises before performance is to continue. Failure to do so excuses performance of Disc Jockey under this agreement. Host remains liable for payment of minimum price(including any additional equipment rentals).

If the Disc Jockey arrive more than one-half hour past the beginning performance time, Host shall inform Disc Jockey upon arrival whether the Disc Jockey is to perform the contracted services. If at that time Host informs the Disc Jockey that services are not to be performed, Host shall not be liable for payment of the minimum price and shall be entitled, upon application to SCHULTZ ENTERTAINMENT EXPERIENCE, to the return of the Host's deposit. In all other cases, Host is liable for payment of the minimum price (plus any stairway charges and overtime price) as set forth above. Performance time owed to the Host following these circumstances will then be performed after the performance ending time.

All returned checks shall be subject to the provisions of California Civil Code Section 1719, pursuant to which SCHULTZ ENTERTAINMENT EXPERIENCE may recover, in addition to the face amount of the check, damages equal to three times the face value of the check. A \$25.00 service charge will be added each time a check is returned. A returned check for deposit releases SCHULTZ ENTERTAINMENT EXPERIENCE from this agreement and SCHULTZ ENTERTAINMENT EXPERIENCE is free to accept another booking. (Host is liable for all previous returned check charges).

If any dispute arises under this agreement, SCHULTZ ENTERTAINMENT EXPERIENCE's liability shall be limited to a maximum of the minimum price as defined above. The prevailing party shall be entitled to receive from the other party reasonable attorney's fees and costs incurred with respect to the dispute.

Cancellations must be made in writing and signed by Host. Cancellations must be sent at least 90 days in advance of event date. Any cancellation not handled in this manner, will result in Host remaining liable for payment of minimum price(including any additional equipment rentals). If SCHULTZ ENTERTAINMENT EXPERIENCE must bill, Host must pay \$50 service charge. Any other changes to this agreement must be made in writing and signed by both parties to this agreement at least 30 days before the event date. SCHULTZ ENTERTAINMENT EXPERIENCE Disc Jockeys are not authorized to make or agree to any changes in this entertainment agreement.

If any part of this contract is declared null and void by the judge, all other parts of the contract will remain enforceable.

Please complete and sign all copies of this agreement and return the white and yellow ones to us. IF SCHULTZ ENTERTAINMENT EXPERIENCE DOES NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY HOST ALONG WITH THE DEPOSIT REQUIRED ABOVE by 1-15-25, THIS AGREEMENT SHALL BE CANCELLED, AND SCHULTZ ENTERTAINMENT EXPERIENCE SHALL BE RELIEVED OF ANY OBLIGATIONS UNDER THIS AGREEMENT. This agreement supersedes any agreement dated prior to contract date above.

SCHULTZ ENTERTAINMENT EXPERIENCE

Date _____

By _____

President-Schultz Entertainment Experience

Mailing address: P.O. Box 1428, Novato, CA 94948 Cell Phone:

(415)608-8222

E-mail: jerry@djjerryschultz.com Website: www.djjerryschultz.com

"HOST"

Please _____ sign _____ full
name _____

SCHULTZ ENTERTAINMENT CONTRACT CONT.

Please _____ print _____ full
name _____

Phone: _____

E-mail: _____

Home
address _____

Schultz Entertainment Experience
P.O. Box 1428
Novato, CA 94948
(415) 608-8222
portableparty@earthlink.net

12-20-24

TO: Santa Rosa High School

2 photo booths for prom-5-10-25—3.0 hrs. each- 7:00 p.m.-10:00 p.m.	\$1700.00
First payment due 1-15-25	\$850.00
Balance remaining afterward (to be paid on 5-10-25)	\$850.00

Make check payable to Schultz Entertainment Experience.

Thank you.

March 28, 2025

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401

Attn: Lisa August

Dear :

Enclosed is Agreement #4837-0325-SBV-01821 for the period of 4/7/2025 to 5/18/2025. Please execute both copies of the agreement. Please return the executed agreements to our office by . A fully executed copy will then be returned to you for your file.

All rent payments, in the form of a business or personal check, should be made payable to Santa Rosa Plaza at remittance address:

Santa Rosa Plaza
1071 Santa Rosa Plaza
Santa Rosa, CA 95401
Attn: Mall Management Office

Any and all permits must be obtained and all city and government regulations must be met, where applicable.

Please note the attached does not constitute an offer to enter into an agreement, and is subject to approval by landlord and landlord lenders. It is also not a promise to hold a space nor a commitment to finalize or negotiate an agreement. The agreement should not be changed or modified in any way. The agreement will not be binding and enforceable until it has been fully executed by both Advertiser / Agency and Landlord. Landlord reserves the right to withdraw and reject any offer to enter into an agreement.

If you should have any questions, please call our office at 707-575-0115.

Very truly yours,

Jackie Garcia

Agreement

* * * * *

Table 1: Summary of Material Terms

Agreement Name (DBA): Santa Rosa City Schools	Agreement Number: 4837-0325-SBV-01821	
	Agreement Date: 3/27/2025	
	Start Date: 4/7/2025	End Date: 5/18/2025
Advertiser/Agency Name (Legal): Santa Rosa City Schools	Landlord: EMI SANTA ROSA LIMITED PARTNERSHIP, a California limited partnership	
Office Address: 211 Ridgway Ave Santa Rosa, CA 95401	Shopping Center Trade Name and Address: Santa Rosa Plaza 1071 Santa Rosa Plaza, Santa Rosa, CA 95401	
Advertiser/Agency's Telephone Number: (707) 890-3800	Remit Payment to: Santa Rosa Plaza 1071 Santa Rosa Plaza, Santa Rosa, CA 95401	
Contact Name: Lisa August	Sole purpose of this Agreement: For the use of two (2) 69" x 47" colored static ad panels during the dates outlined in the media rent table below to promote the Santa Rosa City Schools summer programs. Production and installation are included in the contact total, all other costs are the responsibility of the advertiser. All artwork must be pre-approved by landlord prior to production and installation. Management must approve all displays. If this Agreement contains a Media Rent Table, the display posting period for any advertising medium or component shall be limited to the respective dates therefor set forth in such Media Rent Table.	
	Total Contract Amount: \$2,155.20 Total Taxes: \$0.00 Grand Total: \$2,155.20	Security/Damage Deposit Amount: Security/Damage Deposit Due Date:

Payment Schedule

Payment Due Date	Amount Due
5/1/2025	\$2,155.20
Total Due	\$2,155.20

Media Rent Table

Shopping Center Name	City/State	Advertising Medium	Quantity	Display Posting Date	Termination Date
Santa Rosa Plaza	Santa Rosa/CA	Ad Panel	1	4/7/2025	5/18/2025

Santa Rosa Plaza	Santa Rosa/CA	Ad Panel	1	4/7/2025	5/18/2025
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This agreement is for rental of advertising space only, and does not include any collateral design, production or shipping. I have read and agreed to the following Advertising Contract Standard Terms and Conditions.

Advertising Contract Standard Terms and Conditions

1. Shopping Center will display advertising materials of Advertiser as set forth on Page 1. This Agreement shall be deemed enforceable only upon written acceptance by Shopping Center in the place provided. Advertiser/Agency authorizes Shopping Center to obtain credit information to assist Shopping Center in determining whether to accept this Agreement. Following such acceptance, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, successors, administrators and permitted assigns. Notwithstanding the payment terms set forth in Section 6 below or elsewhere in this Agreement, at the option of Shopping Center exercised in writing, Shopping Center may require payment in advance of some or all of the charges due from Advertiser/Agency under this Agreement.

2. Advertiser/Agency-produced advertising materials must be delivered to the location at which same are to be displayed, or other location specified in advance by Shopping Center (i) in accordance with the specifications for display space and (ii) no later than 7 days prior to Display Posting Date. Failure to deliver advertising materials 7 days prior to the Display Posting Date could result in delay of installation and/or expedited installation fee. Advertiser/Agency acknowledges sole responsibility for complete compliance with display space specifications and deadline submission of advertising materials. In the event of any time delay and/or any non-compliance, Advertiser/Agency agrees to the full payment of monthly display space cost commencing and based upon contracted Display Posting Date (as set forth on Page 1).

3. Shopping Center reserves the right to refuse to display or withdraw from display any graphic, production or advertising copy which it deems inappropriate for any reason in Shopping Center's sole discretion (including, without limitation, objection of Mall management or tenants). In the event a graphic, production or advertising copy is refused or withdrawn as inappropriate, Shopping Center may terminate this Agreement immediately without further obligation and Advertiser shall only be obligated to pay Shopping Center display space charges for the period prior to cancellation. Advertiser acknowledges that Shopping Center may use photographs or other reproductions of Advertiser's copy to promote Shopping Center's services and releases Shopping Center from any claims regarding same.

4. Agency represents that is authorized to execute on behalf of Advertiser as noted hereon and that Agency and Advertiser are jointly liable for the payment of all amounts due Shopping Center.

5. Advertiser/Agency agrees to defend, indemnify and hold harmless Shopping Center and its successors, assigns, affiliates and employees against any claims or liability arising or resulting from the display of Advertiser/Agency's advertising materials, including but not limited to the breach of any representation or warranty contained herein, and/or any and all claims or demands on account of any allegation that the use of any name, visual presentation of any kind, or other material in any graphic or production authorized for display by this Agreement is illegal, unauthorized, or damaging in any way to any person or entity. Advertiser/Agency represents it either owns the artwork and/or printed portion of the advertising copy provided to Shopping Center, or has obtained the consent of all third parties necessary for its use, and such copy does not infringe upon the proprietary rights of any such third parties. Advertiser/Agency represents that it has media/personal and advertising injury coverage including but not necessarily limited to coverage for (i) oral or written material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; (ii) oral or written publication of material that violates a person's right of privacy; and (iii) infringement of a third party's copyright, trade dress or other intellectual property, all such coverages affording protection for claims arising out of bodily injury, death, and property damage, having limits in a commercially reasonable amount but in no event less than \$2,000,000 per occurrence, and upon Shopping Center's request therefor, shall provide evidence of such coverage naming Shopping Center as additional insured thereon.

6. Amounts due Shopping Center hereunder are due and payable within thirty (30) days of invoice date. Any delinquent payments will accrue a delinquency charge at an 18% annual fee, or the maximum allowed by law, and may result in the removal of advertising materials. In the event of default, the Advertiser/Agency shall pay all expenses incurred by Shopping Center in collecting the amount due, including all court costs and reasonable attorneys' fees.

7. Any renewal of this Agreement shall be in writing signed by both parties or by a new agreement entered into by both parties. Cancellation by Advertiser/Agency must be done in writing no less than 90 days prior to date of first posting. As a condition of cancellation, Advertiser shall pay Shopping Center the charges otherwise due hereunder through the effective date of such cancellation. In the event Advertiser/Agency fails to make any payment due hereunder, in addition to the payment of interest and collection of attorneys' fees and legal expenses as provided above, and any other rights it may have hereunder, Shopping Center may, upon written notice, immediately remove the graphic or production from the display location. Upon such removal, Advertiser/Agency shall pay to Shopping Center the charges applicable up until the end of the month of such removal, plus ninety (90) additional days.

8. Shopping Center shall have the option to cancel this Agreement at any time upon the loss of any display space resulting from any act or cause beyond Shopping Center's control, including any termination of a location lease, change in law, ordinance, rule or regulation; in such event, for a display(s) containing otherwise acceptable copy, at the option of Shopping Center, Advertiser/Agency shall receive: (i) an equivalent amount of advertising service on any other display(s) authorized hereby at the end of the term of this Agreement for such display(s), or advertising service on other displays owned by Shopping Center, or (ii) a refund of amounts actually paid to Shopping Center for the unexpired term. Notwithstanding any other provisions of this Agreement, in no event shall Shopping Center be liable to Advertiser/Agency as a result of any default by Shopping Center in an amount in excess of the total advertising charges annually collected by Shopping Center hereunder. All other monetary and non-monetary remedies are expressly excluded. Without limiting the foregoing, under no circumstance shall Shopping Center be liable for consequential, special or incidental damages arising out of this Agreement.

9. Advertiser/Agency shall not assign, sell or otherwise transfer this Agreement without the prior express written consent of Shopping Center. This Agreement may be assigned or transferred in whole or part by Shopping Center to its affiliates and/or successors, and shall inure to the benefit of and be binding upon the successors and assigns of Shopping Center. All notices to be given under this Agreement shall be in writing and hand delivered personally or by facsimile transmission if receipt is confirmed to the party to whom notice is to be given, or addressed and sent by certified/registered mail, postage prepaid and return receipt requested.

10. Notices to Advertiser/Agency shall be delivered to the person at the address or facsimile number listed on Page 1. Notices to Shopping Center shall be delivered to Simon Management Associates II, LLC, 225 West Washington Street, Indianapolis, Indiana 46204, Facsimile: (317) 685-7377, Attention: James M. Barkley, Esq. All notices sent in accordance with this Agreement shall be effective when received if delivered by mail or facsimile or, if personally delivered, the date on which the delivery is made.

11. This instrument constitutes the entire Agreement between the parties and cannot be modified except in writing signed by both parties. The relationship of the parties created by this Agreement shall be that of independent contractors. Neither party shall have the power to obligate or bind the other in any manner, and Advertiser/Agency is expressly not authorized to represent in any manner or context that Shopping Center is a guarantor of any product or service of Advertiser/Agency. In the event of any dispute under this Agreement, the laws of the State where the Shopping Center is located shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, without regard to principles of conflicts of laws thereunder. Any action, suit or proceeding relating to, arising out of or in connection with the terms, conditions and covenants of this Agreement may be brought by Shopping Center against Advertiser/Agency in a court possessing appropriate jurisdiction in the State in which the Shopping Center is located. Advertiser/Agency hereby waives any objection to jurisdiction or venue in any proceeding before said Court. Nothing contained herein shall affect the right of Shopping Center to bring any action, suit or proceeding against Advertiser/Agency in the courts of any other jurisdictions. All rights and remedies provided in this Agreement shall be cumulative and shall not be exclusive of one another or of any remedies available at law or in equity.

The following additional provisions apply to this Agreement (which, if more than one such provision, may not be lettered sequentially):

V. Unmanned display/exhibit: Notwithstanding anything contained in this Agreement which may be to the contrary, the intended and permitted use under this Agreement is for an unmanned display or exhibit. Accordingly, there shall not be any Advertiser / Agency employees, contractors or other Advertiser / Agency staff at or in the Shopping Center other than for installation and deinstallation/removal, and as applicable and/or required, repair, maintenance and/or restocking of the display or exhibit. It is further intended and contemplated that the display or exhibit shall be operational, functional and/or stocked, as the case may be, during and throughout all Shopping Center hours as determined by Landlord, other than as may be required for any such repair, maintenance and/or restocking.

[signature page follows]

Landlord

Santa Rosa Plaza
EMI SANTA ROSA LIMITED PARTNERSHIP, a
California limited partnership
By: SANTA ROSA PLAZA CORPORATION, a Delaware
corporation, general partner

Advertiser / Agency:

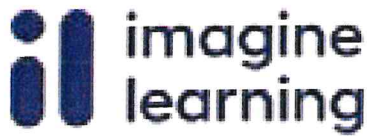
Santa Rosa City Schools
Advertiser / Agency acknowledges and accepts the
foregoing Agreement, subject to all of the Terms,
Conditions, and Covenants set forth above and which
may be contained on any exhibits attached hereto.

By: _____

By: _____

Title: _____

Title: Associate Superintendent Business Services



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa CA 95401
United States

Date	4/9/2025
Quote No.	Q-137559
Acct. No.	12214874
Total	3,800.00
Pricing Expires	10/06/2025

Payment Term	Contract Start	Contract End
Net 30	5/1/2025	4/30/2026

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Santa Rosa City Schools	Imagine Sonday System - PD Onsite Day	(1) LPL Onsite Day.	04/30/2026	1	3,800.00	3,800.00

Subtotal	3,800.00
Tax Total	0.00
Total	3,800.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

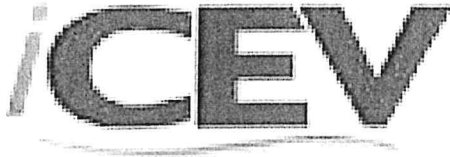
Santa Rosa City Schools

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Rich Geist
Account Executive -
rich.geist@imaginelearning.com
imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Quote: Q-58399
Today's Date: 1/8/2025
Start Date: 8/1/2025
End Date:

CEV Multimedia, LLC
1020 SE Loop 289
Lubbock, TX 79404
Phone 800/922-9965 * 806/745-8820
Fax 800/243-6398
E-Mail customersupport@icevonline.com

BILL TO
Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, California 95401

SHIP TO
Santa Rosa City Schools
Patricia Hurtado
phurtado@srcs.k12.ca.us

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Payment Terms
Pending			iCEV-CTE	Net 30

Qty	Item #	Description	Term	Ext. Price
75	TK-000075-1	CA - Turnkey Package 1 Subject 1 Teachers	12	\$4,012.50
		CA - Health Science		
TOTAL:				\$4,012.50

iCEVonline.com CANCELLATION & REFUND POLICY
No charge for cancellation within 30 days of receipt of purchase order.
No cancellation or refund after 30 days of receipt of purchase order.

Quote valid for 90 days

ADDENDUM TO CONTRACT

Between

Santa Rosa City Recreation & Parks Department

And

Santa Rosa City Schools

This addendum is to the original contract with Santa Rosa City Recreation & Parks Department approved on March 26th, 2025, to provide summer programming for up to 450 elementary and middle grade students to Santa Rosa City Schools.

The contract, under Item 1. Services (under sub-heading for "CONTRACTOR"), is amended to read:

"Programming will include enrichment activities from 12:00-5:30 pm at Piner HS from June 16-July 8 (excluding 6/19 & 7/4) for ~150 students, and offerings at 2 locations (James Monroe Elementary School & Santa Rosa Arts Charter School) for the Recreation Sensation full day program (8:30-4:00) for ~300 students (125 students at SR Arts Charter and 175 students at JMES) from June 16-July 24th, 2025. (excluding 6/19 & 7/4). All programs run Monday through Friday for dates listed (except for noted holidays)."

Note - this change in language moves the 2 Recreation Sensation programs from Albert Biella Elementary School and Herbert Slater Middle School, to James Monroe Elementary School and Santa Rosa Arts Charter School.

District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the original CONTRACT, a total fee not to exceed fifty-six thousand one hundred seventy dollars (\$56,170).

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written April 11th, 2025:

Santa Rosa City Recreation & Parks Department

By: _____

Name: _____

Date: _____

SANTA ROSA CITY SCHOOL DISTRICT

By: _____

Lisa August
Associate Superintendent

Date: _____

Docusign Envelope ID: 97BAE6F7-2911-4C0D-BED5-53D44969F84E

**Park Management Corp.
PREPAID AGREEMENT****Payment Address:** PO Box 732302 Dallas, TX 75373-2302
Physical Address: 1001 Fairgrounds Dr, Vallejo, CA 94589

Outing Day(s): Friday Outing Date(s): 5/23/2025
Organization/GROUP: Santa Rosa High School Customer #: SF-00
Physical Address: 1235 Mendocino Avenue City: Santa Rosa State: California
Primary Contact: Monica Fong Title: [Redacted]
Phone: (707) 890-3850 Email: mlfong@srs.k12.ca.us
AP Contact: [Redacted] AP Phone: [Redacted] AP Email: [Redacted]

Qty*	Price	Tax	Price + Tax	Subtotal	Item/Description
100	\$57.98	\$2.74	\$60.72	\$6,072.00	School Youth Picnic Package
6	\$0.00	\$0.00	\$0.00	\$0.00	Complimentary Admission Only Ticket (

* 100 Ticket/Package Minimum

CATERING MENU SELECTIONS:**Pavilion Reservation:** 11:00AM - 12:00PM **Meal Serving Time:** 11:00AM - 12:00PM**Menu:**

Hot Dogs, Hamburgers, Mac and Cheese, Potato Chips, Seasonal Fruit, Ice Cream Novelty, Coca-Cola Beverages

SPECIAL PROVISIONS:**OUTING AGREEMENT TERMS AND CONDITIONS:**

- Six Flags, subject to the terms and conditions hereof, agrees to provide to above the GROUP tickets/packages at the price(s) and minimum(s) stated above. If the minimum(s) they may no longer qualify for the package(s)/price(s) whereupon Six Flags reserves the right to cancel this agreement, and new package(s)/price(s) will be applied.
- GROUP agrees to pay Six Flags for all tickets/packages state in the minimum and assumes full responsibility for all tickets once received.
- 'Final Guaranteed' headcount for tickets/packages is due three weeks prior to the outing date and final payment is due fifteen (15) business days prior to the outing date.
Final Guaranteed Headcount Due Date: 5/9/2025
- Full payment for final guaranteed park admission tickets/packages is due on or before ten (10) business days prior to the outing date above. This payment is non-transferable. Outings paid less than ten (10) business days prior, will be assessed a \$200 rush fee. Accounts with charge backs, or incomplete payments 30 days prior, will be assessed an additional late payment charge at the rate of 1.5% per month or the maximum allowed by law on the unpaid balance and the reasonable cost of collection charge back fees and/or attorney fees.
Final Payment Due Date: 5/9/2025
- GROUP agrees to pay Six Flags in the form of credit card via secure PayPal link or in the form of one company/organization check made payable to Six Flags. **Payments** should be mailed via **USPS first class mail only** to the **payment address** above.
- Items/merchandise may not be brought into the picnic pavilion for distribution, unless previously authorized by Six Flags in writing. Please request permission specific give-a-ways.
- Six Flags' trademark, logos or other intellectual property may not be used in any communications or materials in any manner without Six Flags' prior written consent. Promotional materials or other communications regarding the event, or videos or images of the event, may be used or displayed publicly (i.e. other than internal organization) without Six Flags' prior written consent.
- Force Majeure:** in the event any acts of god, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemic, government order or other comparable nature beyond the party's control make it illegal or impossible for a party to perform its obligations under this agreement, the parties shall reschedule the outing at a later date.

This agreement may not be assigned or otherwise transferred by GROUP without the prior written consent of Six Flags. Agreement of GROUP to all foregoing is indicated by signature below. This agreement becomes effective only when received and approved by Six Flags whereupon it shall become a binding contract in accordance with its terms and conditions. Six Flags reserves the right to change operating hours and dates, and this agreement may be terminated by Six Flags at any time, and operating hours are subject to change without notice.

THIS AGREEMENT MUST BE SIGNED BY A PERSON AUTHORIZED TO EXECUTE SUCH AGREEMENTS.**Signature:**

Sign

2/4/2025 | 10:25 AM

Signature:

Printed Name:

Monica Fong

Printed Name:**Title:****Title:**

100%

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English (US) [Contact Us](#) [Terms of Use](#) [Privacy](#)

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Park Management Corp.
PREPAID AGREEMENT

Payment Address: PO Box 732302 Dallas, TX 75373-2302
Physical Address: 1001 Fairgrounds Dr, Vallejo, CA 94589

Outing Day(s): Friday Outing Date(s): 5/23/2025
Organization/GROUP: Santa Rosa High School Customer #: SF-0000138900
Physical Address: 1235 Mendocino Avenue City: Santa Rosa State: California Zip: 95401
Primary Contact: Monica Fong Title: Principal
Phone: (707) 890-3850 Email: mfong@srcs.k12.ca.us
AP Contact: Lisa Piehl AP Phone: 707-890-3850 AP Email: lpiehl@srcs.k12.ca.us

Qty*	Price	Tax	Price + Tax	Subtotal	Item/Description
100	\$57.98	\$2.74	\$60.72	\$6,072.00	School Youth Picnic Package
6	\$0.00	\$0.00	\$0.00	\$0.00	Complimentary Admission Only Ticket (15:1 ratio)

* 100 Ticket/Package Minimum
CATERING MENU SELECTIONS:

Pavilion Reservation:	<u>11:00AM - 12:00PM</u>	Meal Serving Time:	<u>11:00AM - 12:00PM</u>
Menu: <u>Hot Dogs, Hamburgers, Mac and Cheese, Potato Chips, Seasonal Fruit, Ice Cream Novelty, Coca-Cola Beverages</u>			

SPECIAL PROVISIONS:

OUTING AGREEMENT TERMS AND CONDITIONS:

- Six Flags, subject to the terms and conditions hereof, agrees to provide to above the GROUP tickets/packages at the price(s) and minimum(s) stated above. If the GROUP falls below the minimum(s) they may no longer qualify for the package(s)/price(s), whereupon Six Flags reserves the right to cancel this agreement, and new package(s)/price(s) will be provided.
- GROUP agrees to pay Six Flags for all tickets/packages state in the minimum and assumes full responsibility for all tickets once received.
- "Final Guaranteed" headcount for tickets/packages is due three weeks prior to the outing date and final payment is due fifteen (15) business days prior to the outing date.
Final Guaranteed Headcount Due Date: 5/9/2025
- Full payment for final guaranteed park admission tickets/packages is due on or before ten (10) business days prior to the outing date above. This payment is non-refundable and non-transferable. Outings paid less than ten (10) business days prior, will be assessed a \$200 rush fee. Accounts with charge backs, or incomplete payments 30 days past due will be assessed an additional late payment charge at the rate of 1.5% per month or the maximum allowed by law on the unpaid balance and the reasonable cost of collection, including bank charge back fees and/or attorney fees.
Final Payment Due Date: 5/9/2025
- GROUP agrees to pay Six Flags in the form of credit card via secure PayPal link or in the form of one company/organization check made payable to Six Flags Discovery Kingdom.
Payments should be mailed via **USPS first class mail only** to the **payment address** above.
- Items/merchandise may not be brought into the picnic pavilion for distribution, unless previously authorized by Six Flags in writing. Please request permission in writing with a list of specific give-a-ways.
- Six Flags' trademark, logos or other intellectual property may not be used in any communications or materials in any manner without Six Flags' prior written consent. Furthermore, no promotional materials or other communications regarding the event, or videos or images of the event, may be used or displayed publicly (i.e. other than internally within GROUP's organization) without Six Flags' prior written consent.
- Force Majeure:** in the event any acts of god, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemic, government order or any other event of a comparable nature beyond the party's control make it illegal or impossible for a party to perform its obligations under this agreement, the parties shall reschedule the date of the outing.

This agreement may not be assigned or otherwise transferred by GROUP without the prior written consent of Six Flags. Agreement of GROUP to all foregoing terms and conditions is indicated by signature below. This agreement becomes effective only when received and approved by Six Flags whereupon it shall become a binding contract between us in accordance with its terms and conditions. Six Flags reserves the right to change operating hours and dates, and this agreement may be terminated by Six Flags at any time. Pricing, dates, and operating hours are subject to change without notice.

THIS AGREEMENT MUST BE SIGNED BY A PERSON AUTHORIZED TO EXECUTE SUCH AGREEMENTS.

Signature:

ORGANIZATION REPRESENTATIVE _____ DATE _____

Printed Name:

Monica Fong

Title:

Principal

Signature:

SIX FLAGS REPRESENTATIVE _____ DATE _____

Printed Name:

Title:



509 Adams Street
Santa Rosa, CA 95401

FACILITY RENTAL AGREEMENT

This Facility Rental Agreement ("**Agreement**"), effective as the last date set forth on the signature page hereto ("**Effective Date**"), is made by and between DeMeo Teen Club (dba **Chop's** Teen Club), and the party set forth as "**Client**" on the Agreement attached hereto. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed thereto in the Conditions of Use.

CLIENT

Client: Helen Lehman Elementary School

Contact: Allyson Shoemaker

Phone/Email: (707) 890-3935 / ashoemaker@srcs.k12.ca.us

Event /Activity: 6th Grade Field Trip

SUMMARY OF TERMS AND CONDITIONS

Guidelines: Client is required to read all guidelines that relate to their event and adhere to all. Non-compliance will result in breach of contract. Includes but not limited to: assumption of liability for the event space, insurance and cancellation policies.

Insurance & License Requirements: Chop's requires that all Clients maintain in full force, during the occupancy of Chop's for the event date, a \$1,000,000 general liability insurance coverage (see insurance policy for more information). Verification is required and must be submitted to Chop's at least ten (10) days prior to event date.

CONDITIONS AND TERMS OF USE

1. **Licensed Areas and License Period:** Chop's shall rent to Client the premises, rooms or area, hereafter referred to collectively as "venue" for the times as indicated under Reservation Start and End Time on Schedule A.
2. **Rental Fees:** Client shall pay to Chop's as rent for the use of the venue space as indicated on Schedule A. Unless otherwise in writing, all fees, charges and signed Agreement owed by Client to Chop's shall be paid to Chop's on the contractual dates listed on the Agreement. Unless expressly set forth herein, under no circumstances shall Client have the right to offset or withhold signed Agreements, any rent or fees due to Chop's pursuant to this Agreement.
3. **Cancellation:** If Client cancels or postpones the planned event within the following timeframes listed below, Client shall forfeit or owe to, the percentage listed based on the timeframe or cancellation. Notwithstanding any other provision of this Agreement, Chop's shall have the absolute right to terminate all or any portion of this Agreement upon thirty (30) days written notice. Further, Chop's may terminate this Agreement at any time when Chop's, venue space or any portion thereof are



Teen Club

required for public necessity or emergency use. In the event of termination under public necessity or emergency use only, all monies shall be refunded.

Date of Cancellation	% of Contracted Amount Owed
Cancellation between date of signing contract and 30 days of event	40%
Cancellation between 29 days and date of event	75%

*Event labor is scheduled in advance, notification of cancellation less than seven (7) days prior to event date are subject to additional labor charges based on the type of event. Chop's reserves the right to cancel the event at any time due to unforeseen circumstances or the withholding of signed Agreements, payments and/or deposits.

4. **Description of Services, Personnel, Materials and Equipment; Requests for Additional Information:** Client shall no later than the effective date provide Chop's with a complete and accurate description of the nature and type of event as set forth on Schedule A including, without limitation, an enumeration of all service and personnel requirements of Client and all materials and equipment to be used in connection with the event. Service requirements to be enumerated shall include, without limitation and by way of example, food, beverage and table services as well as any audio/visual services that may be required in connection with the event. Personnel requirements to be enumerated shall include, without limitation and by way of example, performers, caterers, valet personnel and security officers. Chop's may from time-to-time request from Client additional information regarding the event. Client shall in such case promptly respond to any such requests in writing. Should client determine subsequent to the delivery of the event description or response to a subsequent request for additional information that the information contained therein is inaccurate, incomplete or misleading, Client shall promptly, but in no event later than seven (7) days prior to commencement of the rental period, deliver to Chop's written notice fully detailing and correcting any information that is inaccurate, incomplete or misleading. Chop's reserves the right to charge reasonable fees or to deny or disallow any changes, additions or omissions from those descriptions as contained in the event description.
5. **Indemnification:** Client shall hold harmless, defend and indemnify Chop's, its employees, officers, directors, representatives, agents and any other persons holding an interest in Chop's (collectively referred to hereafter as the "Indemnified Parties") from and against any liability, lawsuit, action, claim, damages, cost or expense owed to or alleged to be owed to or brought by or on behalf of Client, its employees, officers, directors, representatives, agents and any other persons arising out of or in connection with the transactions and use of the Facilities contemplated by this Agreement including without limitation loss of life, personal injury, property damage and lost profits.
6. **Insurance:** Client shall at its sole cost and expense maintain in full force and effect during the Rental Period, including any extensions thereof, and during Client's actual use and occupation of the Facilities as herein provided, bodily injury, personal liability and property damage insurance naming **DeMeo Teen Club, its Board of Directors, employees, agents and representatives, as additional named insured's** with primary coverage, whether or not such additional named insured's shall have other insurance coverage against any losses covered by the insurance to be provided under this paragraph. Insurance policies to be maintained by Client under this paragraph shall be for coverage amounts not less than one million dollars (\$1,000,000) single limit covering bodily injury, personal injury, and property damage (including legal liability for damage to property of "Chop's") arising out of or in any way connected with Client's occupancy or activities in connection with this Agreement. Client shall no later than 10 days prior to event date deliver to Chop's a certificate of insurance



showing the minimum coverage limits as provided in this paragraph, the additional named insureds and the policies may not be cancelled without ten (10) days advance written notice of pending cancellation being delivered to Chop's.

7. **Opening Hours:** Chop's shall open the doors to the Facilities at the time as advertised by Client in connection with the event, but in no case later than one-half hour prior to the scheduled time of the event. Client employees shall be in place and ready to accommodate persons attending the event by the time the doors are opened.
8. **Advertising and Publicity:** All advertising and publicity materials used in connection with the event with references to Chop's shall be made as follows: **Chop's Teen Club.**
9. **Copyrights:** Client represents and warrants that nothing contained in any performance or materials rendered or provided in connection with any of the transactions contemplated under this Agreement violates or infringes upon any copyright, patent, right of privacy or other statutory or common law rights of any person. Client shall hold harmless, defend and indemnify Chop's with respect to any and all claims alleging any violation or infringement of copyright, patent, right of privacy or other statutory or common law rights of any person.
10. **Compliance of Laws:** Client, its agents and employees, shall comply with all laws, ordinances, rules and regulations as prescribed by any government authority or agency. Client shall further comply with all rules and regulations of Chop's for the use and occupancy of the Facilities.
11. **Entertainment Morals:** No performance, exhibition, or entertainment that is illegal under any law or ordinance shall be allowed at Chop's.
12. **Conduct; Security; Early Termination:** Client shall be solely responsible for orderly conduct of all persons using the premises by its invitation, either expressed or implied. Chop's reserves the right to eject or cause to be ejected from the premises any person or persons whose conduct is deemed by Chop's to be unlawful or otherwise objectionable. By way of example and without limitation, such objectionable conduct shall include unlawful or excessive use of alcoholic beverages, intoxication, illicit drug use, excessive and unnecessary noise, use of profanity, verbally or physically abusive behavior, the making of threats, possession of firearms or other weapons, fighting and dangerous and dangerous or inappropriate use of motor vehicles. Chop's shall have the right to immediately terminate or restrict any event being conducted on or about the Facilities if in Chop's sole determination such termination or restriction is warranted for the protection of life, prevention of injury or the preservation of property. In the event that Chop's exercises its right to immediately terminate or restrict any event, Client shall not be entitled to any refund of any deposits or other monies paid and shall promptly pay to Chop's any additional costs or expense that results from such termination or restriction of the event.
13. **Lost Articles:** Chop's shall collect and retain custody of lost articles left in the Facilities by persons attending the event for thirty (30) days.
14. **Flammable Materials:** No flammable materials, such as bunting, tissue paper, crepe paper, etc. shall be permitted to be used for decorations. Decorations must be fire-proof or made of fire-retardant materials. No open flames or candles are permitted.
15. **Deliveries:** Solely as an accommodation to Client, and without accepting any liability, Chop's will accept delivery of shipments of property delivered to Client at the Facilities no more than 2 days prior to the event and with the advance approval of Chop's. Chop's shall not be responsible for any loss or damage to or of such property and Client waives any claim it may have against Chop's its employees, representatives and agents that may be brought in connection with the delivery and acceptance of delivery of such property.
16. **Obstructions:** Client shall not do, not permit to be done, anything that interferes or may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or any



portions thereof. Client shall not do, or permit to be done, anything that interferes or may interfere with free access and passage through out the facility or the public areas adjacent thereto.

- 17. Occupancy Interruptions:** In the event that Chop's, or any part thereof, shall be deemed unsafe, destroyed or damaged by fire, earthquake, flood, or any other cause, or in the event of any casualty or unforeseen occurrence, including without limitation loss of utilities, loss of internet services, judicial rulings, strikes, war, acts of God, act of terrorism, or acts of military authorities that would render the fulfillment of this Agreement impracticable or impossible (i) this Agreement shall terminate; (ii) Chop's shall not be liable to Client for any damages (including without limitation damages resulting from loss of profits or any consequential damages even if such damages are foreseeable); (iii) Chop's shall be relieved from any further liability under this Agreement; (iv) no claims for compensation, damages, or otherwise shall be made against Chop's by Client; and (v) any rental fee for the unused portion of the Rental Period shall be refunded to Client.
- 18. Renter not Agent of Landlord; Indemnification:** Client is not an agent of Chop's. Client has no authority, and none is given, to bind Chop's to any contract or other obligation. Client alone is responsible and otherwise liable for all acts or omissions of Client, its officers, employees and representatives. Client further agrees to hold harmless, indemnify and defend Chop's, its officers, employees and representatives, from and against any and all claims, of whatever nature, brought with respect to any act or failure to act by Client, its officers, employees or representatives.
- 19. Limitation on Liability:** Client agrees that under no circumstances shall Chop's be liable to Client for any incidental, special, or consequential damages of any nature whatsoever, such as, but not limited to, loss of Chop's, loss of anticipated profits, or other economic loss, even if Chop's has been advised of the possibility of these damages.
- 20. No Representation of Success:** Client acknowledges that Chop's has made no representations, warranties, or guarantees as to the potential volume of ticket sales or the possible expected success of the event. Client further acknowledges that in entering into this Agreement Client is not relying upon any representation, guarantee, or guarantee by Chop's (including any of Chop's employees, agents, volunteers, or independent contractors) except for representations, if any, expressly set forth in this Agreement.
- 21. Right to Withhold Revenue:** Chop's expressly reserves the right to withhold any Chop's proceeds, Security Deposits, or other monies received or held by Chop's incident to Client's production of the event or otherwise pursuant to this Agreement to satisfy any obligation of Client, including without limitation to Client's indemnification obligations, under this Agreement.
- 22. No Third Party Beneficiaries:** Except as expressly provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any party other than the parties hereto, or their respective successors, and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 23. Governing Law:** This Agreement shall be governed by and construed under the laws of the State of California without regard to the conflict of rules of such state. The parties hereby acknowledge and agree that this Agreement was made and shall be performed in the County of Sonoma in the State of California, and hereby consent to the exclusive jurisdiction and Chop's of such county.



ACCEPTANCE: By signing the Facilities Rental Agreement, the Client agrees to all Terms and Conditions set for in the Facilities Rental Agreement and Schedule A.

VENUE:

DeMeo Teen Club

Signature: _____

Name: _____

Date: _____

CLIENT:

Helen Lehman Elementary School

Signature: _____

Name: _____

Date: _____



Facility Rental Agreement

Client	Address	City/Zip	501c3 #
Helen Lehman	1700 Jennings Avenue	Santa Rosa, CA 95401	
Booking Contact	Phone #:	Email:	Event On Site Contact
Allyson Shoemaker	(707) 890-3935	ashoemaker@srcs.k12.ca.us	Allyson Shoemaker
Event Name	Event Day(s)	Event Date(s)	# of participants
6th Grade Field Trip	Monday	5/19/2025	60
Reservation Start/End Time	Event Start/End Time	Chop's Staff Contact	
9:15 am - 12:45 pm	9:30 am - 12:30 am	Katie Ruppe	

Venue Space	# of Hours	Price per hour	Extended Price
Full use of Chop's	3	n/a	\$250.00
Total:			\$250.00

Additional Event Specs	Quantity	Price	Extended Price
gym, art, tech lounge and café open - if possible, climbing wall			
Total:			\$0.00

Event Staff	# of Hours	Rate per hour	Staff Total
Each area will be staffed			
Total:			\$0.00

FOR OFFICE USE ONLY:			TOTAL	\$250.00
RENTAL	46100-2-20		Total amount due on or before: Please make checks payable to:	5/5/2025 Chop's Teen Club 509 Adams Street Santa Rosa, CA 95401
	46100-2-20:	\$250.00		
	46100-2-40:	\$0.00		
PAYMENT DUE:				
Amount Received :	Cash/Check#			

Booking Contact Signature:

Date:

Chop's Teen Club Signature:

Date:



PARK
Park Management Corp.
PREPAID AGREEMENT

Event Day(s): Friday Event Date(s): 5/9/2025 Sales Rep: Skye Storm Elvin
 Organization/GROUP: Hilliard Comstock Middle School Customer #: SF-0000137407
 Billing Address: 2750 West Steele Lane City: Santa Rosa State: California Zip: 95403
 Primary Contact: Genna Becker Title: _____
 Phone: 7078889280 Email: gbecker@srcs.k12.ca.us
 AP Contact: _____ AP Phone: _____ AP Email: _____

Unpackaged Items					
Qty	Price	Tax	Price + Tax	Subtotal	Item/Description
250	\$34.00	\$0.85	\$34.85	\$8,712.50	Admission Only Ticket
16	\$0.00	\$0.00	\$0.00	\$0.00	Complimentary Admission Only Ticket (15:1 ratio)

Ticket/Package Minimum: 100

Ordered Amount: \$8,712.50

Final Payment Due Date: 4/25/2025

Payment in full for the Ordered Amount is required before tickets will be distributed.

SPECIAL PROVISIONS:

PLEASE READ ENTIRE AGREEMENT. Agreement of GROUP to all terms and conditions listed in this agreement ("Agreement") is indicated by the signature below. This Agreement becomes effective only after (i) a signed copy has been received by the PARK, whereupon it shall become a binding Agreement between GROUP and PARK in accordance with terms and conditions.

Event Terms & Conditions**Tickets**

- PARK agrees to provide GROUP an initial order of tickets ("Initial Order").
- Final Guaranteed Count for tickets/packages is due twenty one (21) days prior to the Event date and final payment is due fourteen (14) days prior to the Event date.
Final Guaranteed Count Due Date: 4/18/2025.
- GROUP agrees that issued tickets may be made available only to GROUP's employee's, members and/or guests (and may not be made available to the general public). Tickets shall not be resold or otherwise distributed to other companies or individuals.

Payments

- To be exempt from applicable taxes, appropriate documentation must be provided at time of Agreement. Some local taxes (if applicable) are not exemptible.
- The invoice will be sent via email to the Accounts Payable Contact. Payment is due 14 days before the Event Date.
- Tickets will be distributed once payment is received in Full for Ordered Amount.
- A fee of \$50 will be assessed for each returned check.
- Accounts 30 days past due will be assessed a late payment charge at the rate of 1.5% per month or the maximum allowed by law on unpaid balance and reasonable cost to collect, including attorney fees.
- If any balance remains unpaid at 120 days for any reason, PARK may send to a collection agency. GROUP agrees to pay any additional fees (including attorneys fees) incurred as a result of any such collections efforts.
- Purchase orders, if issued by GROUP in connection with this Agreement, are not accepted and shall not modify or amend the terms and conditions of this Agreement in whole or part.
- If GROUP requires PARK to use GROUP's internal payable system or portal (a "Portal") for PARK to receive payment, or if GROUP intends to condition payment upon any other internal procurement or accounts payable systems or documentation, such condition shall be incorporated into this Agreement. Any delays in making full payment as a result of setting up PARK as a vendor in GROUP's Portal or other internal system, approving invoices through any such Portal or internal system, or any other delays as a result of GROUP's internal policies or procedures, may result in late fees being assessed as described above if the ordered amount is not paid on time.

Payment Methods & Remittance

Check	Credit Card	ACH Account Info	Wire Transfer
Payable to: Six Flags Discovery Kingdom Lockbox: PO Box 732302 Dallas, TX 75373-2302 Overnight: Six Flags Entertainment, 1000 Ballpark Way Suite 400, Arlington, TX 76011 *Please mail a copy of the invoice with any checks.	Payment links are available upon request.	Acct. Name: Park Management Corp. Bank: JPMorgan Chase New York, NY 10017 Routing #: 124001545 Account #: 905691770 Account Type: Checking	Routing #: 021000021 Account #: 905691770 Swift Code: CHASUS33
W9: https://groups.sixflags.com/SFDK-W9		Include the invoice # in the ACH/Wire transfer description and email remittance receipt along with invoice copy to sixflagsarteam@sftp.com .	

General Terms & Conditions

1. Any reorders of previously ordered products or services shall be requested in writing. Any orders of additional products require an amendment or addendum to this Agreement.
2. All Events are rain or shine. No rain checks or refunds.
3. Force Majeure: In the event any acts of God, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemic, government order or any other event of a comparable nature beyond the party's control make it illegal or impossible for a party to perform its obligations under this Agreement, the parties shall reschedule the date of the Event.
4. Items/merchandise may NOT be brought into the PARK or picnic venue for distribution, unless previously authorized by PARK in writing. Written requests shall include a specific list of items to be distributed. No external food or beverages are permitted onsite.
5. Use of Outside Entities by Customer must be approved by PARK in writing. As a condition of PARK permitting use of its facilities, PARK requires that all outside entertainers, photographers, contractors, vendors or other personnel or entities providing services, operating or otherwise conducting business on the Premises ("Outside Entities") must execute and have its personnel execute a Waiver and Release as a precondition to perform its services on the Premises.
6. PARK's (and including PARK's affiliates) trademark, logos or other intellectual property may not be used in any communications or materials in any manner without PARK's prior written consent. Furthermore, no promotional materials or other communications regarding the Event, or videos or images of the event, may be used or displayed publicly (i.e. other than internally within GROUP's organization) without PARK's prior written consent.
7. Prices, hours, dates, and attraction availability are subject to change without notice. Price schedules become final on the day of the Agreement approval. PARK reserves the right to be closed to the public and Season Pass holders for private Events, capacity limitations, and other reasons. Certain attractions and/or PARK facilities may be closed due to inclement weather, extreme temperatures, maintenance, and/or other reasons.
8. Event guests should be encouraged to visit sixflags.com for PARK information, policies, and FAQ.
9. This Agreement is governed by, and is to be construed in accordance with, the laws of the state in which PARK is located. Customer hereby irrevocably submits to the exclusive jurisdiction of a state or federal court of competent jurisdiction in the state in which PARK is located for the purposes of any action arising out of this Agreement. Customer shall be responsible for all costs including reasonable attorney's fees that may be incurred as a result of its failure to make timely payment.
10. This Agreement shall be legally binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns. Customer shall not assign this Agreement nor any rights or obligations set forth herein, in whole or in part, without the prior written consent of PARK.

Agreement of GROUP to all foregoing terms and conditions is indicated by signature below.

Signature:

ORGANIZATION (GROUP) REPRESENTATIVE DATE

Printed Name:

Title:

SALES ORDER



Dax Entertainment

3205 Dutton Avenue PMB 53 | Santa Rosa, CA 95407

707-584-6386 | DAX.ENTERTAINMENT.COM

PRODUCTION

**Piner High School Prom
2025**

CUSTOMER

Piner High School
1700 Fulton Road
Santa Rosa CA 95403

DELIVER TO

Villa Chanticleer
900 Chanticleer Way
Healdsburg CA 95448

SCHEDULE

DELIVER: **Apr 19, 2025** 2:00 PM to 3:00 PM

SETUP: **Apr 19, 2025** 3:00 PM to 7:00 PM

SHOW: **Apr 19, 2025** 7:00 PM to 10:00 PM

REMOVE: **Apr 19, 2025** 10:00 PM to 11:30 PM

ORDER INFO

DATE: **10/31/2024**

ORDER #: **2116**

ORDER TOTAL: **\$3,473.75**

ORDER STATUS: **CONFIRMED**

ITEM	QTY	DURATION	RATE	DISCOUNT	TOTAL
Crew					
DJ (Disc Jockey)	1	3 Hours	1500.00	20.00%	1200.00
7:00pm - 10:00pm					

Total for Crew: **\$1,200.00**

AUDIO

JBL - VRX918SP - Subwoofer	2	1 Day	0.00		0.00
JBL VRX Sub Pole	2	1 Day	0.00		0.00
Power Con Edison	2	1 Day	0.00		0.00
Power Con to IEC Female [15']	2	1 Day	0.00		0.00
JBL - SRX812P - Speaker	2	1 Day	0.00		0.00
JBL - SRX812 - Bag	2	1 Day	0.00		0.00

ITEM	QTY	DURATION	RATE	DISCOUNT	TOTAL
JBL - SRX812P - Power Cord	2	1 Day	0.00		0.00
Total for AUDIO:					\$0.00
LIGHTING					
Club Light Package #7	1	1 Day	700.00	50.00%	350.00
Chauvet DJ ILS Command	1	1 Day	30.00		30.00
Flexstand Kit (Black)	2	1 Day	0.00		0.00
Chauvet DJ Freedom Par Hex-4 (RGBAW+UV)	24	1 Day	50.00	50.00%	600.00
Total for LIGHTING:					\$980.00
PHOTO BOOTH					
Photo Booth (3 Hours) 7:00pm - 10:00pm	1	1 Day	1200.00		1200.00
Social Media Sharing (Text, Snapchat, Instagram, Facebook, Twitter, Email, Download)	1	1 Day	0.00		0.00
AT&T Nighthawk LTE Mobile Hotspot Router	1	1 Day	0.00		0.00
Netgear 6000450 MIMO Antenna with 2 TS-9 Connectors (Black)	1	1 Day	0.00		0.00
Boothactive Backdrop Frame/Stand [8' x 8'] w/ Bag	1	1 Day	0.00		0.00
Lifetime Fold-In-Half Table [6']	1	1 Day	0.00		0.00
Round Bar Table	1	1 Day	0.00		0.00
Total for PHOTO BOOTH:					\$1,200.00
CABLING					
Cord Package (L)	1	1 Day	175.00	100.00%	0.00
Edison [50']	8	1 Day	0.00		0.00
Edison [25']	10	1 Day	0.00		0.00
Edison [15']	8	1 Day	0.00		0.00
Cube Tap (3 Outlet Adapter)	8	1 Day	0.00		0.00
Total for CABLING:					\$0.00
STAGING					
Promo Bag	1	1 Day	0.00		0.00

ITEM	QTY	DURATION	RATE	DISCOUNT	TOTAL
Dax Entertainment Snapcode Sign	1	1 Day	0.00		0.00
Notepad (Yellow)	3	1 Day	0.00		0.00
Sharpie Permanent Marker (Black)	3	1 Day	0.00		0.00
Business Card	50	1 Day	0.00		0.00
Total for STAGING:					\$0.00
UTILITY/TOOLS					
Tape Box	1	1 Day	25.00	100.00%	0.00
Black Gaff Tape (Wide)	1	1 Day	0.00		0.00
Black Gaff Tape	1	1 Day	0.00		0.00
Neon Gaff Tape	1	1 Day	0.00		0.00
Label Tape	1	1 Day	0.00		0.00
Painters Tape	1	1 Day	0.00		0.00
Double Sided Tape	1	1 Day	0.00		0.00
Clear Packing Tape	1	1 Day	0.00		0.00
Tool Box	1	1 Day	0.00		0.00
Screwdriver Set	1	1 Day	0.00		0.00
Tape Measure	1	1 Day	0.00		0.00
Zip Tie - Black	50	1 Day	0.00		0.00
Sharpie Permanent Marker (Black)	3	1 Day	0.00		0.00
Chauvet IRC (Infrared Remote Control)	2	1 Day	0.00		0.00
Mini Flashlight	1	1 Day	0.00		0.00
Total for UTILITY/TOOLS:					\$0.00
Transport					
Freight	1	1 Day	125.00	25.00%	93.75
Total for Transport:					\$93.75
DISCOUNT					\$1,481.25
SUBTOTAL					\$3,473.75
TAX					\$0.00

ITEM	QTY	DURATION	RATE	DISCOUNT	TOTAL
TOTAL EQUIPMENT WEIGHT: 701.96 lbs				TOTAL	\$3,473.75

Terms and Conditions

This contract is between C. Case (herein referred to as "Client") and **Dax Entertainment LLC, a California Limited Liability Company** (herein referred to as "Entertainer").

It is the responsibility of "Client" to provide a safe working environment, including but not limited to ensuring that sufficient access is available for the loading and offloading of equipment, venue has the required access and area required to allow equipment to be set up safely, the area where equipment is to be set up is clean and does not contain any substances such as oil, paint, which might create slipperiness or other condition reducing safety, edges or any sharp objects such as glass, metal or wood, which may increase injury or damage to any person(s) or equipment. This includes any pool, sprinkler and water security and precautions against water damage, slipping, falling, drowning and other injuries that may be related to such water. Client understand that cords and cables will be used and accepts full responsibility and liability for any injury or damage relating to any and all safety and related issues and damage/injury claims relating to any and all such matters during set-up for the Event, during the Event and after the Event including take down activities. Client understand and agrees it is Client's sole responsibility, and not the responsibility of Entertainer, to ensure safety and sanitary conditions, including but not limited to provisions of masks, sanitizer and other personal and other protective equipment, for the protection of all attending the event, including guests, employees, vendors and other agents.

"Client" will provide adequate security, safety and supervision before, during and after the Event, including parking, parking lot security and crowd control. "Client" is responsible for guest(s) and guest(s) behavior, including "Client" is responsible for guest(s) dancing behavior/style ("Entertainer" is not responsible for how the guest(s) dance, e.g., partner dancing, freak dancing, slam dancing, etc.) Client recognizes that Entertainer may and is encouraged to take action which will have the effect of stimulating and/or exciting attendees and Client fully approves any and all such efforts and accepts all responsibility and liability for actions and omissions by all attendees that may impact Entertainer, its staff, equipment, other attendees or persons and/or any real or personal property.

Any lost, damaged or stolen equipment or vehicles belonging to "Entertainer" or to that of "Entertainer's" road crew for whatever reason will be the responsibility of "Client" and/or client's guest(s), including but limited to all water and/or sprinkler damage. "Client" is responsible and liable in all respects for guest(s) behavior and is responsible and liable for the cost to repair and/or replace damaged or stolen equipment.

"Entertainer" is not responsible, and Client shall have any and all responsibility and liability, relating to guest(s) who have pacemakers or other medical devices who are using wireless microphones or any other equipment that can affect the device. Client is responsible to provide any and all required disabled and other legally required access and accommodation and to comply with all Federal and State laws regarding same.

Unless otherwise agreed in writing by "Entertainer", "Client" shall be solely responsible to procure and pay all costs for any and all required permits and approvals for the Event.

"Entertainer" is not responsible, and Client shall have responsibility and liability, for any damage to or failure of or damage or injury caused by electrical outlets, wiring and/or electrical circuitry provided by "Client." "Entertainer" will provide surge protectors for his equipment only.

"Entertainer" is allowed at Entertainer's discretion to have other DJs DJ/host the Event.

"Entertainer" is not responsible or liable for anyone taking offense to the music, spoken words and/or visual content displayed on TVs or projector screens from music video mixing. Client shall be responsible and liable in the event any claim is made arising from or related to the content of words or audio/visual aspects of the Event. If a photo booth or other photography or video services are provided or used, Entertainer shall have no responsibility and Client shall have all responsibility and liability relating to ensuring the safety and propriety of all content and actions involved, including but not limited to assuring and providing regulation and discipline regarding content and offensive words and gestures and other actions.

"Entertainer" retains the right to terminate Event for any reason "Entertainer" deems advisable in its sole discretion, including such as patrons'/guests' disorderly conduct, abusive and/or aggressive manner towards DJ and/or "Entertainer's" staff and/or equipment, if venue conditions prove to be dangerous, etc. Should any of the aforementioned occur the full cost of the Event shall still be payable to "Entertainer" by "Client."

Licensing for Video, Audio and Photo

"Entertainer" shall own exclusive worldwide advertising, collateral, and publicity use of all video, audio and photo content and "Client" grants and releases to "Entertainer" any and all rights it might otherwise claim. "Client" shall have and may utilize limited license rights only as set forth herein.

Entertainer" shall own, and "Client" grants and releases to "Entertainer" all rights it might otherwise claim, exclusive use of all content. Unlimited use includes but is not limited to: public relations, advertising, co-operative advertising and marketing efforts, direct mail, e-mail, web, collateral, point of sale signage in local, regional, national and international markets.

"Client" may distribute video and images to third parties for their own marketing and advertising efforts, provided no person or firm to whom any such material is a competitor of "Entertainer," but may never resell or trade images to third parties for financial or other consideration or gain.

Delivery after each video/photo is approved "Entertainer" agrees to deliver the files to client as digital files (h.264, .mov, .jpg, .tiff) via DropBox.com and will be available for download for 90 days. Photos will be delivered within 72 hours of shoot completion, unless delayed for any reason beyond "Entertainer's" control.

Revisions

Any video revisions and photo edits requested by "Client" will be subject to "Entertainer's" acceptance and approval and "Client's" payment of time and materials charges.

Ownership

"Client" understands that Client will not own any license of other rights to videos/photos belonging to "Entertainer" until the client has paid in full.

Initial C. Case Date Nov 1, 2024
C. Case (Nov 1, 2024 11:17 PDT)

Special Effects Lighting, CO₂ Cryo Jets, Foam Cannons, Confetti Cannons

"Entertainer" reserves the right to refuse operation or hiring of equipment if it is believed the venue is unsuitable or unsafe to operate in. "Entertainer" requires that "Client" provide at least one appointed staff person, and more if necessary, at the cost of "Client," to oversee patrons/guests at the Event and ensure that said patrons/guests stay a minimum of five feet away from special effects equipment at all times. "Client" is responsible for ensuring that the area where special effects equipment cannons are to be used is suitable for the use of foam parties and to take all necessary precautions against injury or damages, including but not limited to slipping and tripping. Please check with your flooring manufacturer as "Entertainer" cannot be held responsible for warped or damage flooring, seating or sound and lighting equipment that might result in damage.

"Entertainer" is not responsible, and Client is solely responsible and liable, for any damage caused to the facility, public or their possessions, e.g., clothing, jewelry, hair, skin, hearing loss, skin irritation or allergic reaction, tripping or falling, any personal contact during the Event such as bumping, including but not limited to any issues due to the use/misuse of confetti paper, foam, CO₂, glow products, stickers, Mardi gras beads, chapstick, pens, pencils, etc. by any person or as may otherwise occur. Entertainer is not responsible and Client is solely responsible and liable for any and all damage and claims arising from or relating to set up, take down and the use of lighting, including elevated and strung lighting. Entertainer is not responsible and Client is solely responsible for any damage or injury caused in the event or the failure or instability of platforms, walls or other items providing a foundation or attachment location upon which any equipment is placed or attached.

"Entertainer" is not responsible for guest(s) suffering from any photosensitive condition, epilepsy or other medical conditions affected by lighting and/or visual effects. People with a particular type of epilepsy (photosensitive epileptics) can have seizures triggered by strobe lights. The repetition rate of a flashing strobe with 5-30 repetitions per second is particularly sensitive for triggering seizures. Exposure to strobes might cause a seizure or other injury. **A sign stating that strobes are in use and the risk of having a seizure should be prominently displayed for your patrons and are the responsibility of "Client."**

"Entertainer" is not responsible, and Client is solely responsible and liable, for guest(s) who might experience breathing difficulty or other injury or issues, including but not limited to asthma due to the use of haze/fog machines and injuries caused by released or suppressed pressure of machines involved. If "Client" orders CO₂ Cryo Jets "Client" is responsible for storing CO₂ tanks properly, securely and in a locked room at all times upon delivery by Airgas through pickup by Airgas. If "Client" cancels Event four weeks prior to engagement date there will be no fee. If "Client" does not cancel Event before four weeks prior to engagement date "Client" must pay full amount of the CO₂ Cryo Jets package they selected not including the \$200 deposit mentioned above. "Entertainer" is not responsible, and Client is solely responsible and liable, for any damages or charges from fire/police department for starting a fire or setting off fire alarm for any reason, including but not limited to any issues arising from the use of fog/haze machine. Sometimes fog/haze machine will set off fire alarm.

Once foam solution is mixed on-site, "Client" is liable for total cost of the Event regardless of inclement weather or any other factors. "Entertainer" will have the sole and final decision on safety and cancellation due to inclement weather or unsafe activity area.

Liability

Neither "Entertainer" nor its staff shall be held responsible, and Client shall be solely responsible and liable, for damage caused to floors, walls, clothing, shoes, personal belongings or "Client" sound and lighting equipment. By signing this contract "Client" waives all rights to claim damage possibly caused by special effects equipment, i.e., CO₂, foam and/or confetti. "Entertainer" not responsible for cleanup of results of special effects equipment, i.e., CO₂, foam and/or confetti.

ADDITIONAL TERMS & CONDITIONS

1. **SEVERABILITY:** If any part or parts of this Contract shall be held unenforceable for any reason, the remainder of this Contract shall continue in full force and effect. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
2. **ASSIGNMENT:** Neither this Contract nor "Client's" rights hereunder are assignable except with "Entertainer's" prior, written consent.
3. **BINDING EFFECT:** The covenants and conditions contained in the Contract shall apply to and bind the "Client" and their heirs, legal representatives, successors and permitted assigns of the "Client."
4. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California.
5. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between "Client" and "Entertainer" and supersedes any prior understanding or representation of any kind preceding the date of this Contract. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract. This Contract may be modified only in writing and must be signed by both "Entertainer" and "Client."
6. **CUMULATIVE RIGHTS:** "Entertainer's" and "Client's" rights under this Contract are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
7. **WAIVER:** The failure of either party to enforce any provisions of this Contract shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract. The acceptance of payment by "Entertainer" does not waive "Entertainer's" right to enforce any provisions of this Contract.
8. **LIMITATION OF DAMAGES.** In no event shall "Entertainer" be liable for indirect, special, incidental or consequential damages or loss. "Entertainer's" total risk and liability for tort, contract and other liability under any theory, is strictly limited to the total amount actually paid to "Entertainer" under this contract.

Initial C. Case Date Nov 1, 2024
Initial C. Case (Nov 1, 2024 11:17 PDT) Date Nov 1, 2024

9. INDEMNIFICATION; RELEASE: Except for damages, claims or losses due to "Entertainer's" intentional acts or gross negligence, "Client," to the fullest extent permitted by law, releases Entertainer from all liability and will indemnify, defend and hold "Entertainer" and "Entertainer's" property free and harmless from any liability for losses, damages, claims, injury to person or property or death of any person, including "Client" and all attendees, staff, security and other persons, arising out of or otherwise relating to this contract and/or the performance hereof, including, but not limited to matters specifically assumed by or delegated to Client hereunder and further including any and all claims related to, caused by, or in any way connected to the health of any claimant, whether any such claimant actually attended any event contemplated hereunder or may claim to have been in contact with a person connected to any such event. These provisions shall also apply to damage to property arising from "Client" using or possessing "Entertainer's" equipment or from the acts or omissions of any person or persons, including "Client," using or possessing the "Entertainer's" equipment with "Client's" express or implied consent. "Client" hereby further will indemnify, defend and hold "Entertainer" harmless from any and all damages which may accrue to "Client" or others, with respect to the costs of musicians, vocalists and others, and any/all other costs in connection with the breakdown or other failure of "Entertainer's" property, and/or any part or parts thereof during the term of the Event period.

10. FORCE MAJEURE. If performance of this Agreement, or any obligation besides payment obligations, under this Agreement are prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party proper and accurate prompt written notice with full disclosure of such events, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil/government authority, or by national, state or local emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, health crises, epidemics or pandemics, labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

11. ATTORNEYS' FEES: In any legal action brought by either party to enforce the terms of this Contract, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorney fees at the trial and appellate court levels.

ADVANCED PAYMENT: The Renter agrees to pay a 50% deposit (excluding Net 30 Terms) to hold items/labor and all final sums owed for rentals/services upon scheduled delivery date. If paying by credit card, you will be subject to a 3.5% processing fee.

PROPERTY CANCELLATION: A 50% cancellation charge will apply to any Property cancelled less than thirty (30) days before the scheduled delivery or pick-up. A 100% cancellation charge will apply to items cancelled less than fifteen (15) business days before scheduled delivery or pick-up. No credit will be issued for mutually agreed upon custom items or event driven purchase; these items are subject to payment in full at time of reservation for all clients and are non-refundable. No credit will be given for unsecured items.

CREW CANCELLATION: A 100% cancellation charge will apply to any Labor/Crew cancelled less than forty-eight (48) hours before the scheduled installation or strike time on the Quote/Invoice. No cancellation fees will apply if cancellation occurs before the forty-eight (48) hour window.

CHANGES TO ORDER: You are welcome to make changes to the order via email or phone. Please make final changes by 2pm, two (2) business days prior to delivery or pick-up date. Cancellations will be subject to our cancellation policy.

PREPERATION OF SITE: The Renter agrees to have the delivery/work site for the Property/Services free and clear prior to the delivery of the Property/Services y the Company.

DELIVERY, INSTALL AND STRIKE: Delivery will be made to the closest point that the Company vehicle can park. The company is not responsible to either install/strike the Property or take down the Property, except when labor/crews have been included in the agreement. Event/Room schematics are required three (3) business days prior to the scheduled delivery and install/strike. If additional installation/strike beyond **agreed scheduled time** is required, arrangements should be made with the company at least five (5) business days prior to delivery.

ACKNOWLEDGE OF RECEIPT AND INSPECTION: At the time of delivery or pick up the Renter agrees to acknowledge receipt of the Property and upon inspection, acknowledge that the Property is in good working condition and repair. Once property is inspected the Renter acknowledges that they had the opportunity to personally inspect the Property and found it in good condition. Renter further acknowledges their responsibility to inspect the Property prior to use and notify the Company of any defects.

REPLACEMENT OF DAMGED OR MALFUNCTIONING PROPERTY: In the event the Property fails for any reason, the Renter agrees that they are responsible for discontinuing use at their own expense and notifying the Company right away. The Renter acknowledges that under no circumstances is the Renter authorized to incur any expenses on the Company's account for the repair or replacement of the property.

INTENDED USE: The Renter agrees that the Property will be used only at the address and for the time period designated on the Quote/Invoice, and solely for the purposes and in the manner for which the Property is made and intended.

TIME OF THE ESSENCE: The Renter agrees that time is of the essence in this Agreement and the Renter is charged for the time the Property is in the Renter's possession, not the amount of time the property is used. The Renter's right of possession terminates on the expiration of the Return Date and possession by the Renter after this time constitutes a breach of this agreement.

WEATHER RELATED RISK: The Renter assumes all weather-related risks involved with hosting an outdoor event. If any items are damaged due to weather or unexpected elements, replacement or repair cost will be incurred once items are returned and the damage is assessed.

RETURN DATE: The Renter agrees to return the Property to the place designated by the Company at the time and date of the scheduled pickup or return ('Return Date'). In the event that the Renter desires to extend the agreement beyond the Return date, the Renter agrees to contact the Company in advance of the Return Date to obtain the Company's written approval of the extension. The Renter shall be liable for all costs associated with the extension, as determined by the Company.

RETURN OF PROPERTY AND LIABILITY: Between the time of delivery and pick-up, the Renter agrees to provide storage location for rented items and accepts all risk for the agreed upon Rental Period until the items have started loading onto a Company (Dax Entertainment LLC) truck. Upon termination of this Agreement (Return Date), the Renter shall return all the Property or make it easily available for the Company's pick-up in the same condition as when it was delivered to the Renter.

The Renter shall be liable for all damages to or loss of the Property while in Renter's possession and agrees to pay all additional charges for necessary cleaning and repair upon return. In the event the Property is lost or significantly damaged, the Renter will pay the Company the full cost of replacement or repair of the lost or damaged Property, as determined by the Company. Renter may be responsible for any damage to the Property.

NO WARRANTIES: The Company is neither the manufacturer of the Property nor the agent of the manufacturer, and no warranty against patent or latent defects in material, workmanship or capacity is given. The Renter waives any such warranties of fitness, which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the Property is suited for the Renter's intended use, or that it is free from defects, and any and all such warranties are expressly waived by the Renter. The Company is not responsible for any incidental or consequential damages caused by delays or otherwise, and the Renter hereby waives any right of entitlement thereto.

LOADING INTO RENTER'S VEHICLE: For any order designated Will-Call, the Renter is responsible for all damage incurred to the Property as a result of the Company loading and unloading the Product from the Renter's vehicle per the Renter's request. In this event, the Renter assumes the risk of damage to its vehicle and shall also be responsible for any damage to the Property.

AUTHORIZATION TO RECOVER PROPERTY: The Renter agrees that if the Renter breaches this Agreement, fails to pay required charges in a timely fashion, becomes insolvent, or makes it necessary for the Company to repossess its Property, the Company shall be authorized to enter the Renter's property and repossess the Property without any legal process. The Renter agrees that the Company may use all means or force necessary to repossess its Property and the Renter waives, on behalf of itself and its agents or employees, any and all claims for damages caused by the Company's repossession of property. The Renter agrees to pay any and all costs and expenses associated with the Company's repossession of its Property and the sums due by the Renter under this Agreement, including but not limited to reasonable attorneys' fees.

PAST DUE CHARGES: The Renter agrees that the Company may, at their discretion, revert all past due charges or fees to a daily rate, and that the Company may charge interest on all past due charges or fees at the highest rate permitted by law.

NO WAIVER: The Renter agrees that the Company's failure on any occasion to insist upon the Renter's compliance and adherence to the terms and conditions of this Agreement shall not be construed as a waiver of the Company's right to demand adherence to the terms of the conditions of this Agreement at any other time.

HOLD HARMLESS: The Renter agrees to indemnify and hold the Company, its officers, directors, employees and agents harmless for any and all liability of any nature whatsoever arising out of or associated with the use, maintenance, and/or return of the Property. The Renter agrees to indemnify and hold the Company, its officers, directors, employees and agents harmless for all damages to third persons of their property resulting from the Renter's possession, use or operation of the Property, including any and all attorney's fees and costs associated with any claims arising from such damages. The Renter agrees, in the event of theft, collision or other accident involving the property, to provide a copy of any police report prepared in connection with the incident, and further that the Property will only be used by the Renter or other persons specifically designated herein, and no other person without the express written consent of the company.

JURISDICTION: The Renter agrees that this Agreement and all matters and issues shall be construed according to the laws of the State of California. The Renter agrees that the Superior Court of Sonoma County shall have exclusive jurisdiction, including in person jurisdiction, and shall be exclusive venue for any and all controversies and claims arising out of or relating to this Agreement or a breach thereof.

By approving/confirming Quote/Invoice, you are accepting the "Terms and Conditions" as outlined herein.

Contract Approval

The undersigned acknowledges that he/she has read the aforementioned contract and accepts the terms and conditions of said contract, which is required to be signed, and any addendums attached hereto, realizing that they accept liability for any injuries or accidents that may occur during the "Client" Event. Furthermore, undersigned acknowledges that this contract constitutes the entire agreement of the parties. The undersigned also acknowledges that they are an authorized agent to sign said contract for and to legally bind "Client."

Within a reasonable time after engagement, "Entertainer" will contact "Client" to plan the Event.

If, for any unforeseen reason "Entertainer" is unable to appear at this engagement, "Entertainer" **MUST** notify "Client" **IMMEDIATELY**. "Entertainer" will refund full deposit. If for any reason the Event is terminated while it is occurring, "Entertainer" will be entitled to the full amount payable hereunder.

"Entertainer" may terminate this Agreement without liability in its sole discretion if "Entertainer" determines any aspect of the project is not safe based on "Entertainer's" subjective standards. If any event proceeds, "Entertainer" shall not be deemed to have approved safety, health or sanitation practices, standards or protocols, all of which are the sole responsibility of "Client."

If, for any unforeseen reason "Client" cancels the Event, "Entertainer's" actual damages will be uncertain and difficult to measure. The parties agree that **ALL** deposits are to be retained by "Entertainer" as cancellation fee(s), that such amount is a reasonable estimate of the damages and shall be considered liquidated damages.

"Client" is responsible for payment of all expenses incurred up to the time of cancellation or postponement, plus 50% of all photographer fees. If notice of cancellation or postponement is given less than three business days before the shoot date, "Client" will be charged 100% fee.

In the event that "Entertainer" is prevented from setting up equipment (outdoor events only) due to inclement weather, i.e., real snow, wind, rain, lightning or any other circumstances beyond "Entertainer's" control and "Entertainer" is instructed to arrive, all payments must still be paid in full.

C.Case	Teacher
Client Name (Please print)	Title
<u>C.Case</u>	Nov 1, 2024
C.Case (Nov 1, 2024 11:17 PDT)	
Client Signature	Date

Signature: Dax Entertainment LLC by Dax Talbert, General Manager
Dax Entertainment LLC by Dax Talbert, General Manager (Nov 1, 2024 11:43 PDT)

Email: dax@daxentertainment.com

Title: General Manager

2025 Boulder 6.625x9 Contract

Order online @ schooldatebooks.com

2880 Old U.S. Hwy. 231 S.
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Fax: (765) 471-8874

School
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Santa Rosa, CA 95405

Administrator
Ms. April Santos, Principal
Phone: (707) 890-3830
Fax: (707) 528-5056
Email: asantos@srcs.k12.ca.us

Contact
Jessica Rodgers, Business Office
Manager
Phone: (707) 890-3830 x 50176
Cell/Summer Number: (707) 890-3830
Email: jrodgers@srcs.k12.ca.us

Date: 4/3/2025
Sales Rep: Julie Felix
julie.felix@schooldatebooks.com
Account Manager: Crissy Tarvin
crissy@schooldatebooks.com

Billing and Shipping

Bill To	PO#: Montgomery High School Jessica Rodgers 1250 Hahman Dr Santa Rosa, California 95405 United States Email: jrodgers@srcs.k12.ca.us	Ship To	Montgomery High School Jessica Rodgers 1250 Hahman Dr Santa Rosa, California 95405 United States Phone: (707) 890-3830 Email: jrodgers@srcs.k12.ca.us	Desired Delivery Date: 8/5/2025 Earliest Delivery Date: 7/18/2025 (do not complete if 'Ship When Ready' is checked) No deliveries prior to 5/1/2025. To allow for transit time, a 2-week window between the Earliest Delivery Date and Desired Delivery Date is required.	OR Ship When Ready Do not check if summer hours or budget deadlines restrict delivery.
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Product	#Books	# Custom Pages	Cost/Book	Base Cost
Boulder 6.625x9	800	48	\$3.54	\$2,832.00

FastTrack Pricing

FastTrack	\$2,832.00	x	0%	\$0.00
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Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$2,832.00	x	0.00	-\$0.00
4% Discount for contracts received by 11/1/24*	\$2,832.00	x	0.04	-\$113.28
3% Discount for contracts received by 12/13/24*	\$2,832.00	x	0.00	-\$0.00
2% Discount for contracts received by 4/11/25*	\$2,832.00	x	0.00	-\$0.00
1% School District Discount	\$2,832.00	x	0.01	-\$28.32

Cover Options

Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.30	x	800	\$240.00
Custom Cardstock Back Cover		\$0.15	x	800	\$120.00
Printing on inside covers (inside front and inside back)		\$0.15	x	800	\$120.00

Enhancements

Vinyl pocket page	\$0.40	x	0	\$0.00
Stickers (per sheet)	\$0.40	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00
Full Color handbook	\$1.20	x	0	\$0.00

Accessories

This Week Marker (Minimum order of 25)	\$0.30	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$4.95	x	0	\$0.00

Adjustments

Per Unit: Sales Discount \$0.15	x	800	-\$120.00
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Adjustments Total	\$120.00
Sub-Total*	\$3,050.40

Shipping and Handling: 15% , Minimum \$20, Rate applies to contiguous US/Canada only. International shipping rates may vary and are subject to change after 30 days.

S&H: \$457.56

Sales Tax: 0.097500 Exempt#:

Tax: \$342.03

- * Net 30 (Net due within 30 days from invoice date)*
- * Sales tax will be added if applicable

Total (USD)	\$3,849.99
Pricing valid through 5/1/2025	

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to meet the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

*SDI reserves the right to request prepayment prior to processing an order.

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2025-2026.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2025-2026, 2026-2027, 2027-2028 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

Date

Signed (School Administrator)

Title



April 12, 2025

Santa Rosa City Schools
Dave Harden, Maintenance & Transportation Manager
110 Stony Point Road
Suite 210 & 225
Santa Rosa, CA 95401

Subject: Proposal to Complete Data-Submission Requirements for State of California Building Energy Benchmarking Program

Dear Mr. Harden,

California's statewide benchmarking program requires annual reporting. The reporting requirements apply to any building (or buildings metered together) with 50,000 square feet or more of floor area.

This proposal includes the following services:

- Access online portal and enter all required energy input data, in order to adhere to program requirements.

The following outlines the required steps to complete the program requirements, as provided by the State of California Energy Benchmarking team:

Benchmarking Steps

1) Create/Update Your ENERGY STAR® Portfolio Manager® Account

- Log in to ENERGY STAR Portfolio Manager using your login credentials
- Verify that the California Building ID is Entered Correctly:
 - o Find your California Benchmarking Reference Number.
 - o In the property's 'Details' tab, find the "Unique Identifiers (IDs)" box and click on "Edit". In the Standard ID box, under Standard ID – State/Province, click the drop-down and select California Building ID. In the ID box to the right, type in your Benchmarking Reference Number.

2) Confirm Your Building Information is Complete

- Enter all required information for your building that applies to the operation in the previous calendar year.

3) If Available, Connect Your Building with your Utility Provider for Automatic Utility Data Upload

- Follow the instructions outlined on your utilities' website in order to have your energy data automatically uploaded to your ENERGY STAR Portfolio Manager property.

4) Run the Data Quality Checker



- In the 'Summary' tab of your property in ENERGY STAR Portfolio Manager, run the Data Quality Checker by clicking 'Check for Possible Errors'.

5) Access the data request, Generate, and Send Your Report to the State

- Click on the appropriate reporting link on the "Report Benchmarking Data" website and follow the instructions.
- Within 24 hours, you will receive an email from the California Benchmarking Help Center (benchmarking@energy.ca.gov) letting you know the building is either 'In Compliance' or will require some revisions.
- Your building is not in compliance until you have received confirmation from the California Building Energy Benchmarking Program.

Syserco Energy Solutions will complete this work for a total price of **\$4,930.00** (Four-Thousand Nine-Hundred Thirty Dollars)

District shall provide Syserco Energy Solutions with all documentation received from Benchmarking Program and grant access to energy data, as required.

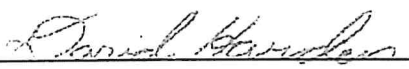
This proposal includes energy data input for up to (10) sites, as it is our understand that the Benchmarking Program is requiring data entry for up to (10) sites.

Please signify acceptance of this proposal by signing below.

Authorized by:

Dave Harden
Director of Maintenance and Transportation
Santa Rosa City Schools

Scott Meinzen
VP and General Manager
Syserco Energy Solutions, Inc.



Signature

Date: 4/14/25

Signature

Date: _____

District must assist SES with access to utility data, facility data and access to the District's portal.

SES is not liable for any penalties or fees that may be assessed by the for State of California Building Energy Benchmarking Program