



## ENTERTAINMENT AGREEMENT

This agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as "Contractor," and The District School Board of Pasco County, Florida, hereinafter referred to as "DSBPC."

For the all-inclusive sum of \$ \_\_\_\_\_, the Contractor agrees to present a performance of \_\_\_\_\_ at \_\_\_\_\_ (School) at \_\_\_\_\_ (School Address) on \_\_\_\_\_ (Date). The program will commence at \_\_\_\_\_ (am/pm) and will continue for a period of \_\_\_\_\_ (Minutes/Hours) without interruption or intermission ending at \_\_\_\_\_ (am/pm). Arrival time at \_\_\_\_\_ (School) will be \_\_\_\_\_ (am/pm) for set-up.

The Contractor agrees to provide all necessary props, scenery, instruments, equipment and other accouterments necessary to stage and present the program as intended and agreed.

The Contractor agrees to provide a \$500,000 general liability insurance policy to cover the facility for the length of time the Contractor is on site. In addition, the Contractor agrees to defend and hold harmless the DSBPC for any and all liability arising from the presentation and associated activities.

Payment in full may be paid to the Contractor immediately following the completed performance. As a good faith effort, the DSBPC will execute a purchase order obligating them to fulfill all terms and conditions as outlined herein.

This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should Contractor cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, Contractor shall refund all monies (including deposits) to the DSBPC.

In addition, when the Department of Homeland Security issues a "Red Alert Status," the DSBPC has the right to cancel this agreement without penalty and Contractor shall refund all monies (including deposits) to the DSBPC within thirty (30) calendar days.

CONTRACT REVIEWED  
AND APPROVED:

\_\_\_\_\_

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, the Contractor hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of (vendor name) and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

The Contractor shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. The Contractor shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

By signature, the parties agree that this instrument constitutes the complete and binding agreement between them, and further, that this instrument may not be changed, modified or altered except by mutual agreement in writing. Should a conflict arise, this agreement shall be construed under the laws of the State of Florida.

**EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS**

- A. The Company shall be fully and solely responsible (the liabilities and responsibilities of the employees are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document you are attesting to the fact that your employees working on School Board property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the Company.
  
- B. **A notarized statement attesting to the above, listing all personnel working on School Board property/project MUST be submitted on company letterhead to the Purchasing Department.**

\_\_\_\_\_(On Behalf of Company)  
Name/Title/Date

\_\_\_\_\_(On Behalf of School)  
Name/Title/Date

\_\_\_\_\_(On Behalf of District)  
Name/Title/Date