



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

*Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802*

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: June 5, 2012

Re: Central High School Site Analysis

Attached please find two (2) copies of the Agreement between Independent School District #709 and LHB Corporation to provide architectural services to analyze the land use for the Central High School property. The estimated cost for this service is \$10,720.00.

I am recommending approval of the agreement with LHB Corporation to provide architectural services for the Central High School Site Analysis. After review and if you concur, please sign both copies and return them to the Facilities Management office for processing.

Attachments



AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AGREEMENT, effective the 17th day of February, 2012 by and between Duluth Public Schools, ISD #709, hereinafter referred to as the "Owner", and LHB, Inc. ("LHB"), a Minnesota corporation, 21 West Superior Street, Suite 500, Duluth, MN 55802, hereinafter referred to as the "Architect" is in response to the following:

- A. The Owner desires to have certain work done for it in connection with Central High School Site Analysis.
- B. This Agreement will be referred to as "Central High School Site Analysis".
- C. The Architect is able and willing to perform the services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Owner and Architect hereby agree as follows:

1. General Conditions

The term "Architect" is a generic term and may refer to surveyor, engineer, landscape architect, architect or similar title specific to the scope of work to be provided.

The services to be provided by the Architect include review of existing city planning information, design alternative site layouts, attend public meeting and planning commission meeting. Attachments, if any, further describe the Services.

The Architect shall neither have control over nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work performed by contractors for this project, since these are solely the Contractor's rights and responsibilities.

Any evaluation of the Owner's budget for the Project prepared by the Architect represent the Architect's judgment as a design professional. It is recognized, however, that the Architect does not have control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or control over market conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any estimate prepared by the Architect.

If a change in the work is the result of a required item or component of the project omitted from the documents, the Owner shall be responsible for the cost required to add such an item or component to the project, if such item or component would have been required and included in the original documents. The Architect is not responsible for cost to the project that provides an upgrade or enhances the value of the project.

The Owner and Architect agree that the Architect's work is a profession and an art as opposed to an exact science. As a result, no set of drawings and specifications is either entirely complete or free of errors or inconsistencies. The Architect is to comply with a reasonable standard of care. Even when complying with that standard of care, additional project costs may result due to omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect.

If construction administration services are included, the Architect, as a representative of the Owner, shall visit the site as agreed to by the Owner and Architect (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the work, (2) to endeavor to guard the Owner against defects and deficiencies in the work, and (3) to determine if the work in general is being performed in substantial accordance with the Drawings and Specifications. However, the Architect shall not be expected, nor required, to perform construction administration services beyond those specifically described in this Agreement and its attachments, nor to make exhaustive or continuous onsite inspections to check the quality or quantity of work.

The laws of the State of Minnesota shall govern this Agreement. Any provision of this agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

Each party binds themselves and their successors to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other party. Use of sub-consultants normally contemplated by the Architect shall not be considered an assignment for purposes of this Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior representations either written or oral. This Agreement may only be amended in writing executed by both parties.

2. Owner's Responsibilities

The Owner shall provide full information on the requirements for the Project. The Architect shall be entitled to rely upon the information provided.

The Owner will provide to Architect in writing information known regarding existing conditions. The information will include, as appropriate to the work, plans, topographic surveys, property line surveys, soil data including borings and written reports.

The Owner warrants to the Architect that any documents provided by the Owner do not infringe upon the copyright held by another and will defend the Architect against any claims of copyright infringement.

The Owner shall designate a representative, if other than the individual who executes this agreement, who is authorized to act on the Owner's behalf and make timely decisions regarding the project.

All structures are subject to environmental exposures and require regular monitoring and maintenance to prevent deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. If routine inspections and maintenance of the project are not properly performed, damage to the structures may occur and the Architect cannot be held responsible for any resultant damage.

3. Use of Architect's Documents

The documents prepared by the Architect are solely for use with respect to this project. All documents including Drawings and Specifications prepared or furnished by the Architect pursuant to this Agreement are the instruments of services to the Project and the Architect shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall be permitted to retain copies for the Owner's information, reference and use.

To the extent the documents are modified, supplemented or otherwise altered by the Owner, subsequent design professional, or any other party, the Owner agrees to indemnify, defend and hold the Architect harmless for any claims, demands, damages or causes of action arising out of such modification, supplementation or alteration.

4. Dispute Resolution

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute or other matter in question has arisen. In no event shall a demand for mediation be made after the date when the institution of legal or equitable proceedings, based upon such a claim, dispute or other matter in question, would have been barred by an applicable statute of limitation.

5. Termination

In the event of substantial failure by one party, through no fault of the terminating party, to perform in accordance with the terms of this Agreement, this Agreement, and the obligation to provide further services under this Agreement, may be terminated by either party upon giving seven (7) calendar days written notice.

In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed prior to termination together with reimbursable expenses incurred to date.

6. Compensation

Compensation for the Architect's services including reimbursable expenses shall be for a stipulated sum of Ten Thousand Seven Hundred Twenty Dollars (\$10,720)

7. Payment Terms

An Initial Payment of zero Dollars (\$0.00) is to be made upon execution of this Agreement. Subsequent payment for services shall be made monthly. The Initial Payment shall be retained and will be credited to the Owner's account at the time of final payment.

Payments are due upon receipt of Architect's invoice. Amounts unpaid thirty (30) days from the date of Architect's invoice shall bear interest at the rate of eighteen percent (18%) per annum on the unpaid balance.

8. Additional Services

If there is a material change in the circumstances or conditions that affect the scope the work, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect shall notify the Owner and the Owner and Architect shall promptly and in good faith enter into negotiation to address the changed conditions including equitable adjustment to Architect's compensation. In establishing fee for any additional services to be performed, the Architect shall utilize the attached Standard Hourly Rate Schedule.

9. Claims for Consequential Damages

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Project or Agreement.

10. Limit of Liability

To the maximum extent permitted by law, the Owner agrees to limit the Architect's liability for the Owner's damages to the sum of Twenty Thousand Dollars (\$20,000) or the Architect's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

11. Attachments

The following documents are attached and made an integral part of this Agreement.

- 1. LHB letter dated February 17, 2012

In consideration whereof the Owner and Architect have caused this Agreement to be executed in their respective behalves as of the day and date first shown above.

DULUTH PUBLIC SCHOOLS, ISD #709

LHB, INC.

By: W. C. Hanson
(Signature)

By: [Signature]
(Signature)

Its: CFD
(Title)

Its: Director of Integrated Building Design
(Title)

Name: Bill Hanson
(Printed Name)

Name: Kevin Holm
(Printed Name)

LHB Template: Last Revised: 05-25-2012

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Discovery EDUCATION

**Subscriber Agreement ("Agreement")
made 06/04/2012 between Clearvue & SVE, Inc. ("Clearvue") and
DULUTH IND SCHOOL DISTRICT 709, MN ("Subscriber")**

- Clearvue grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access *PowerMediaPlus* via the website currently at www.powermediaplus.com, or by any other means on which the parties may agree, and to use *PowerMediaPlus* as set forth in the Terms of Use located at <http://www.powermediaplus.com/termsOfUse.asp>, as Clearvue may revise such Terms of Use from time to time (the "*PowerMediaPlus* Terms of Use").

In addition, if Subscriber chooses below to add Discovery Education Science, Discovery grants to Subscriber and Users in the Community a limited, non-exclusive, terminable, non-transferable license to access *Discovery Education Science* via the website currently at <http://science.discoveryeducation.com>, or by any other means on which the parties may agree, and to use *Discovery Education Science* as set forth in the Terms of Use located at <http://science.discoveryeducation.com/sitenew/index.cfm>, as Discovery may revise such Terms of Use from time to time (the "*Discovery Education Science* Terms of Use").

- The "Term" shall be 08/16/2012 through and including 08/15/2013.
- The pricing for this license (the "Fees") shall be as follows:

PowerMediaPlus

Quantity	Description	Price/Year	Discounted Price/Year	Total
2	<i>PowerMediaPlus</i> High School License	\$1,150.00	\$945.00	\$1,890.00
11	<i>PowerMediaPlus</i> Elementary/Middle School License	\$835.00	\$614.00	\$6,754.00
	AIMS Video Package	\$520.00	n/a	
Total				\$8,644.00

Discovery Education Science

Quantity	Description	Price/Year	Discounted Price/Year	Total
	<i>DE Science</i> Middle School License - Gr 6 to 8	\$1,995.00	n/a	
	<i>DE Science</i> Elem School License - Gr K to 5	\$1,695.00	n/a	
Total				

The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.

- All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and signed by both parties. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.
- Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Clearvue any information it provides through Clearvue services. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Clearvue's collection and use of such information in the course of providing such services to Subscriber as described in Clearvue's Privacy Policy.

DISCOVERY EDUCATION

6. Clearvue understands that government entities may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and shall give Clearvue prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
7. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Clearvue with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Clearvue.
8. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein and supersedes all prior understandings between the parties relating to the subject matter herein.

DULUTH INDIAN SCHOOL DISTRICT 709

By: W. Hanson
(Signature Required)

Title: CFO

Printed Name: BILL HANSON

Date: 6/14/12

CLEARVUE & SVE, INC.

By: _____

Title: _____

Printed Name: _____

Date: _____

DISCOVERY EDUCATION, INC.
(for Discovery Education Science)

By: _____

Title: _____

Printed Name: _____

Date: _____

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C001CQT



Letter of Agency - Fiscal Year 2013 Regarding E-Rate Consulting Services For Services Provided From July 1, 2012 through June 30, 2013

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from ~~July 1, 2012 through June 30, 2013~~.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list and quarterly newsletter as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Technology Plan**
 - Will work with the Minnesota Department of Education (MDE) on distributing technology plan guidelines.
 - Will work with MDE to distribute training on technology planning to the District.
 - Will assist the District in meeting MDE-defined deadlines for submission.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance can take the form of telephone guidance, on-site at ARCC guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 470 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of telephone guidance, on-site at ARCC office guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will work with the District on creation and electronic submission of the Item 21 attachments.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 471 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**

- At request of the District, will assist in answering PIA questions.
- ARCC is not able to track and does not receive a copy of PIA requests. The ultimate responsibility for responding and meeting the 14 day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 486 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 472, Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by check)**
 - Will work with the District to help meet BEAR deadlines.
 - ⊕ If the District requests assistance, will complete BEAR forms and send to District for signature and submission; billable on a \$100 per hour fee basis.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will authorize and sign the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Other**
 - Will work with the District to assist in developing bid scoring rubrics and review annually to verify that they meet USAC/SLD requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - ⊕ Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - ⊕ Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the prior year's fall enrollment. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '⊕', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for e-rate submission is true.



ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
07/01/2012



Arrowhead Regional Computing Consortium
5 West First Street #300
Duluth, MN 55802
07/01/2012

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Fond du Lac Band of Lake Superior Chippewa, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 21, 2012, and shall remain in effect until June 24, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor shall provide the following services for the Language Camp to take place on the Fond du Lac Reservation in June 2012:
 - A. Identify and schedule all native language consultants, support staff and volunteers as required.
 - B. Provide supervision to all staff, volunteers and participants within scheduled age appropriate learning activities.
 - C. Coordinate all meals and activities necessary for participants.
 - D. Provide brief summary of event within 30 days of completion.

Nothing in this contract in anyway abridges, modifies, or compromises the sovereignty of the Fond du Lac Band of Lake Superior Chippewa.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,000.00 (one thousand dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by the District payable to Fond du Lac Reservation on execution of the contract.
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Fond du Lac Band of Lake Superior Chippewa, Attention: Mr. Chuck Walt, Executive Director, 1720 Big Lake Rd., Cloquet, MN 55720. Copies: Patricia Northrup, 218.879.4593.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


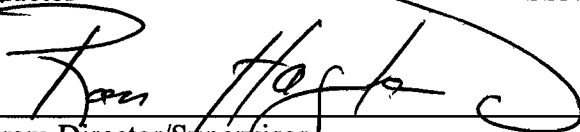

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 Contractor	<u>41-0965719</u> SSN/ Tax Identification Number	<u>5/30/12</u> Date
 Program Director/Supervisor		<u>5-21-12</u> Date
 Director of Business Service / Superintendent of Schools		<u>6/4/12</u> Date



Office Address

632 W. 3rd St. Lower
Duluth, MN,
55806
952-239-2272

Date of event: 5/25/2012

EVENT CONTRACT # 229264

Customer Name: Fredrick McDougall Denfeld High School
Email: frederick.mcdougall2@duluth.k12.mn.us
Organization: DPS NASA

, MN
Home Phone:
Cell Phone:

Event Name: NASA Event

Event Location: Clyde Iron Works
Room: Event Center
Event Type: To pay sound for NASA Event

Duluth, MN
Event Times: -

* A Deposit of \$0.00 will CONFIRM & RESERVE your date & Times *
* The rest of the balance is due no later than 14 days prior to your event. *

Table with 2 columns: Package/Item and Price. Includes Package Hours, Package Price, Total Service Fee, Deposit, and Balance Due.

Deposit Paid On:

Balance Due Date: 5/25/2012

Circle Payment Type: Cash, Check, Money Order, Credit Card

Credit Card #: Card Type: Visa MC Discover Amex

The above signed party, hereinafter referred to as customer, hereby engages the services of Tubular Studios, for the purpose of playing amplified music and entertainment at the customer's event. Availability of additional hours is not guaranteed. Tubular Studios reserves the right to substitute any agreed upon Disc Jockey without customer's approval. Customer is responsible for damage to Tubular Studios equipment caused by customer or customer's guests. Customer is responsible for securing the event location, along with a 6ft table for the DJ, and securing any and all authorizations and/or permits required to carry out this event. If customer requests that the event end prematurely, the customer shall render full payment as stated in this contract to Tubular Studios. Tubular Studios is not liable for more than this agreement amount. The first payment issued regardless of the amount is considered to be the deposit. Deposit is Non-Refundable. And the remaining balance can be refunded up to 90 days before the event date but may be applied to a future event. For perpetual contracts, this agreement may be canceled by either party with 30 days written notice. This clause applicable if initialed:

T.S. Customer

Customer (Print) Frederick McDougall

Tubular Studios: Darren Williams

Signature X [Signature] Date 4/27/12

Signature [Signature] Date 4/25/12

U) Hanson