

W9
CONF file

Purchase Requisition # R69377

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519



**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 3rd day of April 2012, by and between the Mt. Diablo Unified School District (hereinafter "District") and Events to the T (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 30,000 total fee for Services

328 - 3936 - 49 - 5800
BUDGET CODE

The basis of the fee for Services shall be as follows:

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 30,000 per engagement.

Check one:

Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.

Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 4/3/12. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

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vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name:	<u>Events to the "T"</u>
Address:	<u>286 Brady Street</u> <u>Martinez, CA 94553</u>
Phone:	<u>925-335-0633</u>
Fax:	<u>925-335-9797</u>
Tax ID #:	<u>33-1013077</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

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that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Budget Administrator Date

By: [Signature] 8/8/12
Date

Title: _____

Title: CEO

Authorized by: [Signature]
Assistant or Associate Superintendent Date

8/11/12
Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

Administrator's Signature Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC
Student Leadership

Distribution	
original:	Fiscal Services for payment
copy:	Contractor
copy:	Originator/Budget Administrator

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

For combined Junior/Senior Ball at the SF Design Center-Galleria on Saturday June 1, 2013.

- Set-up
- E.T.T Entertainment DJ Intensify
- Decorations
- Dessert bar
- Soda & Water
- Coat Check
- Security
- Clean up

Total cost is \$30,000.00 with a minimum of 400 students

At 450 students, cost for each student is \$70.00

At 500 students, cost for each student is \$66.50

Payment schedule:

- \$2,500.00 Deposit due immediately
- \$2,500.00 due 10/15/12
- \$5,000.00 due 2/10/13
- \$20,000.00 (+ any extra students) due May 29, 2013 with final head count

Services of Contractor arranged by

Signature

Department / School

Events to the 'T' Inc

286 Brady Street
Martinez, CA 94553
Fire up your event!

(925) 335-0633 Office
(925)525-8629 Cell
(925) 335-9797 Fax

=====www.SFproms.com=====

TIMELINE

11/10/11 Bay West Showplace Investors receives deposit to reserve the SFDC Galleria

9/12/12 Bay West Showplace Investors mailed additional deposit for 6/1/13

Once I receive the signed agreement from MDUSD I will book:

Perry's at the Design Center (bev provider)

California Chocolate Fountains (dessert caterer)

Events To The T Entertainment DJ Intensify

Classic Party Rentals (linen)

SIS (security officers)

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www.LavishEvents.com

EVENT CONTRACT

This agreement is entered into on April 3, 2012 between EVENTS TO THE 'T' Inc. and CONCORD HIGH SCHOOL/MT. DIABLO UNIFIED SCHOOL DISTRICT, Concord, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

___1. For the engagement described hereinafter Events To The 'T' Inc. will provide:

- The S.F. Design Center-Galleria
- E.T.T.T. Entertainment DJ Intensify- Ultimate Package
- Decorations (See Attached List of Included Décor)
- Food: 2 Large Chocolate fountain with dippables (See Attached Menu)
- Drinks: Unlimited Sodas & Water
- One Million Dollar Insurance Policy Coverage
- Facility Set-Up & Clean-Up
- Seating for 250
- Facility Security Guards plus 4 private guards
- Coat Check Materials, Concord High School to provide staff
- Events to the 'T' Inc. Manager

___2. Event Location:
S.F. Design Center-Galleria
2 Henry Adams St.
San Francisco, CA 94103

___3. Date(s) / Time (s) of engagement:
Saturday, June 1, 2013
5:00p.m. – 8:00p.m. Set-up
8:00p.m. -12:00a.m. Ball

___4. Agreed upon compensation for engagement:
\$30,000.00 with a 400 student minimum
*At 450 students, cost for each student is \$70.00
*At 500 students, cost for each student is \$66.50

___5. Deposit schedule:	\$ 2,500.00	To Reserve
	\$ 2,500.00	10/15/12
	\$ 5,000.00	2/10/13
	\$20,000.00 (+ Any Extra Students)	May 29, 2013
		With Final Head Count

Events to the 'T' Inc

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Fire up your event!

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TERMS OF AGREEMENT

- 1) Events To The 'T' will act as your agent and book all requested vendors.
- 2) Events To The 'T' will schedule all arrivals, handle all deposits and payments, and ensure all scheduled activities are approved by the event site.
- 3) In the event of sickness, accident, acts of god and/or other legitimate conditions beyond the above vendor's control, every effort will be made to find a replacement. Events To The 'T' and vendor's liability are limited to vendors price.
- 4) Client will assume full responsibility and liability for the conduct of his or her guests regarding theft or damage to any performers' equipment, or injury to any performer caused by intentional or negligent acts by clients or his or her guests.
- 5) No verbal agreement may amend this contract. If any legal action is necessary to enforce the terms of this agreement, Events To The 'T' will be entitled to reasonable collection fees.
- 6) Any deposits/balances unpaid after due date will accrue a 1.5% interest rate per month.

TERMINATION OF AGREEMENT

- 1) If terminating a date, written notice must be received at least ninety (90) days prior to cancellation.
- 2) Outside of ninety days the full facility rental fees are due and 100% of expected commissions will be due to Events To The 'T' Inc.
- 3) If terminating 30-90 days prior to event date, client will increase payment to 50% of expected total of said event. Events To The 'T' Inc. will pay off all deposits due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.
- 4) If terminating event within 30 days, full payment is due. Events To The 'T' Inc. will pay off all monies due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.

The undersigned, _____, acting as an authorized agent of Concord High School hereby accepts and agrees to the terms of the contract and as recognition thereof has signed below.

(Name of Client) (Area Code & Phone Number)

(Mailing Address) (City) (State) (Zip)

(Signature of Client) (Date)

(Toby Proescher, Events to the 'T' Inc.) (Date)

9/24/12
6/4/12

Events to the 'T' Inc

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Martinez, CA 94553
Fire up your event!

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MENU INCLUDED:

2 LARGE CHOCOLATE FOUNTAIN

(WHITE AND MILK CHOCOLATE)

Dippables to include:

Strawberries

Pound Cake

Marshmallows

Rice Crispy Treats

Chocolate Chip Cookies

BEVERAGES

ASSORTED SOFT DRINKS

WATER STATIONS

DÉCOR INCLUDED

- Linens: TBD
- Centerpieces: TBD
- Red Carpet Entrance
- Downlights: TBD
- Coat check (racks, hangers, tickets, paper bags, sharpies)

SPECIAL NOTES

- Photographer with all of their own equipment on 3rd floor
- Bring linens
- Schedule 2 bussers