

APR 17 2017

Purchase Requisition # R98202

BUDGET & FISCAL SERVICES

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

On File
Attached W-9
Attached Insurance

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

THIS AGREEMENT is made this 17th day of March, by and between the Mt. Diablo Unified School District (hereinafter "District") and Clarion Hotel (hereinafter "Contractor").

District hereby engages Contractor to render 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 and transportation 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 only with the written approval of the District.
- (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:

Not to exceed \$ <u>4,573.68</u> for Services	<u>355</u> - <u>0745</u> - <u>49</u> - <u>5800</u>	\$ <u>4,573.68</u>
The basis of the fee for Services shall be as follow	<u> </u> - <u> </u> - <u> </u> - <u> </u>	\$ <u> </u>
a. \$ <u> </u> per hour,	<u> </u> - <u> </u> - <u> </u> - <u> </u>	\$ <u> </u>
b. \$ <u> </u> per day, or		
c. \$ <u>4,573.68</u> per engagement.		

BUDGET CODE(S)

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- 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 March 17, 2017. 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, 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.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California 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. To the extent Education Code §45125.1 is applicable, 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. Contractor shall provide the certification document attached hereto as Exhibit B prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District 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 hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS	
No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:	
Limits: _____	
Other: _____	
The initials of the Superintendent, or his/her designee, and the General Counsel, are required to waive or modify any Insurance requirements in this Agreement:	
_____ Superintendent	_____ General Counsel

- 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: Clarion Hotel
 Attn: John A. Harris
 Address: 1050 Burnett Ave
Concord, CA 94520
 Phone: (925) 566-8820
 Fax: (925) 891-7871
 Tax ID #: 45-4092210

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 next business day following delivery thereof to

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 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: Clarion Hotel
 Attn: Lilly Camaddo
 Address: 1050 Burnett Ave
Concord, Ca 94520
 Phone: 925-566-8820 ext.# 8504
 Fax: _____
 Tax ID #: 45-4092210

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 next business day 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 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 as awarded by a court of competent jurisdiction, 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

Clarion Hotel

Name of Company/Organization or Independent Contractor/Consultant

By: Liane Cismowski 4.6.17
Signature of Principal/Budget Administrator Date

By: _____
Signature of Contractor/Consultant Date

Title: Liane Cismoski, Principal
Print Name and Title

Title: Keri A Harris Gay, Hotels Director
Print Name and Title

Authorized and Approved by:

see copy

Superintendent or Designee Date

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

[Signature] 4-4-2017
Originator's Signature Date

MDHS/JROTC

Site/Department Originating this Contract

Sgt. Ronnie McGee, Teacher
Print Name of Originator and Title

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

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

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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 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 as awarded by a court of competent jurisdiction, 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

By: _____
 Signature of Principal/Budget Administrator Date

Title: Liane Cismowski, Principal
 Print Name and Title

Clarion Hotel, Pleasant Hill
 Name of Company/Organization or Independent Contractor/Consultant

By: _____ 4/4/17
 Signature of Contractor/Consultant Date

Title: Maureen Rhee, G.M.
 Print Name and Title

Authorized and Approved by:
[Signature]
 Superintendent or Designee 4/11/17

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

 Originator's Signature Date

Sgt Ronnie McGee, JROTC
 Print Name of Originator and Title

MDHS/JROTC
 Site/Department Originating this Contract

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

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

Purchase Requisition # R 98202

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE

EVENT: JROTC Military Ball
DATE: April 22, 2017 Saturday
TIME: 5:00 p.m. - 11:00 p.m.

Number of participants are listed as 80. Dinner will begin at 6:00p.m.

Deposit of \$ _____ is due by dated of signed agreement

1st Installment of \$ _____ is due

Final Payment of \$ 4573.68 is due 4/1/2017 -

4/10/2017 *[Signature]*



EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE

MDHS Military Ball to be held at Clarion Hotel, Concord, Ca

Date: Saturday, April 22, 2017

Time: 2pm-5pm for Decorations

5:00pm-11:00pm for Event

Attentees: 80 people

Food & Beverage:

Plated Holiday Specialties Dinner @ 6:00p.m.

--40 Airline Roasted Chicken Breast @ \$36.95 -- \$1478.00

--40 Slow Roasted Seasoned Prime Rib @ 36.95 -- \$1478.00

-- Vegetarian Menu -# To Be Determined

Subtotal	\$3456.00
9% Tax	311.04
19% Service Charge	656.64

Subtotal	\$4423.68
1 Security Guard @\$150.00	150.00

Total Estimated Banquet Charges	\$4573.68
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Payments Due:

1st installment -- April 14, 2017 -- \$1372.22

Final installment -- April 22, 2017 -- \$3201.46

EXHIBIT B

Contractor REQUIRED to Complete

CRIMINAL BACKGROUND CHECK CERTIFICATION

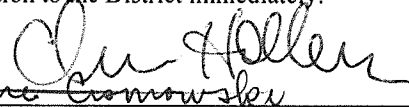
Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:	Clarion Hotel	
Services to be performed under the Agreement:	Facility and Dinner for Military Ball	
Schools/Locations where services will be performed:	1050 Burnett Ave, Concord, CA 94520	
Total amount to be paid by the District under this Agreement:	\$ 4,573.68	
Term of Agreement:	4/22/2017	
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input checked="" type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A		If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B		I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

 Independent Contractor/Consultant Signature



 Superintendent or Designee's Signature

Keri A Harris Gay
 Print Name
 Independent Contractor/Consultant

 Date

Liane Cismowski 4.6.17
 Print Name Date
 Superintendent or Designee's Signature

(see copy)

 4/17/17

Purchase Requisition # R98202
~~R96778~~

EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:	Clarion Hotel, ^{Concord, CA,} Pleasant Hill
Services to be performed under the Agreement:	Facilities and Food for Military Ball
Schools/Locations where services will be performed:	1050 Burnett Ave, Concord, CA 94520 (925) 566-8820
Total amount to be paid by the District under this Agreement:	\$ 4573.88 Estimate
Term of Agreement:	
Check the applicable box(es) and fill in any blanks.	
1	<input checked="" type="checkbox"/> I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input type="checkbox"/> I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Mary Ann Rhoe 4/4/17
 Independent Contractor/Consultant Signature
 Mary Ann Rhoe 4/4/17
 Print Name Date
 Independent Contractor/Consultant

Chris Holleran
 Superintendent or Designee's Signature
 Liane Cismowski — *Chris Holleran*
 Print Name Superintendent or Designee's Signature
 Date 4/17/17

FACILITY RENTAL AGREEMENT

SECTION I

AGREEMENT DATE:

March 17, 2017

Date

'RENTER' CONTACT INFO:

Ronn McGee

2455 Grant Ave

NAME

STREET ADDRESS

Mt. Diablo High School Military Ball

Concord

CA

ENTITY/ORGANIZATION/COMPANY

CITY

STATE

(510) 559-0804

94520

PHONE NO.

ZIP CODE

ronn.mcge44@gmail.com

MOBILE

EMAIL ADDRESS

This Facility Rental Agreement (hereinafter "Agreement"), executed by the undersigned parties on the AGREEMENT DATE indicated above, constitutes an agreement with the RENTER indicated in the 'RENTER' CONTACT INFO above and CLARION HOTEL (hereinafter Clarion or Hotel) for the rental and use of facility in the Clarion Hotel, 1050 Burnett Ave, Concord, CA, 94520. Regarding the terms and conditions of use, the undersigned parties agree to all information and policies provided in this agreement and its Appendices.

SECTION II

EVENT INFORMATION

Mt. Diablo High School Military Ball

High School Ball

EVENT NAME

EVENT TYPE

Ballroom

80 ppl Rounds

EVENT FACILITY

ESTIMATED ATTENDANCE

Saturday, April 22, 2017

5:00pm Room Access @ 2pm for Decorations

START DATE

START TIME

Saturday, April 22, 2107

11pm

END DATE

END TIME

FOOD

SETUP

**FOOD & BEVERAGE:
PLATED HOLIDAY SPECIALTIES DINNER @
SERVED 6:00PM**

**BALLROOM SET-UP: SEE ATTACHED
DIAGRAM**

- Plated Selections served with Bread Service and Butter

- Registration Tables outside ChaCha
- 8 Round Tables of 8
- Mirrors & Hurricane Lamps on Tables
- Table Numbers on Tables
- Risers for Honorees on Risers
- Flags on Riser - brought in by Client
- (3) 8ft Tables front of Riser for other VIP Guests
- 21 x 21 Dance Floor
- (1) 8ft Table front of Room for Awards
- Room for Photo Booth Back hallway
- Dj Table front of Room
- Coffee & Water Station

SALAD: Mixed Baby gourmet Greens with Dried Cranberries, Feta Cheese, Candied Walnuts and Raspberry Vinaigrette

PLATED DINNER MENUS:

- (40) AIRLINE ROASTED CHICKEN BREAST - with Artichokes, Shallots, Mushrooms and Chardonnay Sauce - served with Creamy Mashed Potatoes And Seasonal Sauteed Vegetables
- (40) SLOW ROASTED SEASONED PRIME RIB -served with Creamy horseradish and Au Jus served with Roasted Red Potatoes
(Cooked Medium Rare Unless Specified Before Banquet Order)

- (# tbd) VEGETARIAN MENU

DESSERT: CREME BRULEE, COFFEE SERVICE

Kenn A Harris Gay

3/16/2017

HOTEL'S DIRECTOR'S SIGNATURE

DATE

[Signature]

3-17-2017

RENTER'S SIGNATURE

DATE

BANQUET EVENT ORDER



BY CHOICE HOTELS

SECTION I

Ronn McGee	2455 Grant Ave
NAME	STREET ADDRESS
Mt. Diablo High School Military Ball	Concord CA
ENTITY/ORGANIZATION/COMPANY	CITY STATE
(510) 559-0804	94520
PHONE NO.	ZIP CODE
	ronn.mcge44@gmail.com
MOBILE	EMAIL ADDRESS

EVENT

1 OF 1

SECTION II

EVENT INFORMATION

Mt. Diablo High School Military Ball	High School Ball
EVENT NAME	EVENT TYPE
Ballroom	80 ppl Rounds
EVENT FACILITY	ESTIMATED ATTENDANCE
Saturday, April 22, 2017	5:00pm Room Access @ 2pm for Decorations
START DATE	START TIME
Saturday, April 22, 2107	11pm
END DATE	END TIME

FOOD

FOOD & BEVERAGE:

**PLATED HOLIDAY SPECIALTIES DINNER @
SERVED 6:00PM**

- Plated Selections served with Bread Service and Butter

SALAD: Mixed Baby gourmet Greens with Dried Cranberries, Feta Cheese, Candied Walnuts and Raspberry Vinaigrette

PLATED DINNER MENUS:

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- served with Creamy Mashed Potatoes And Seasonal Sauteed Vegetables
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(Cooked Medium Rare Unless Specified Before Banquet Order)

- (# tbd) VEGETARIAN MENU

DESSERT: CREME BRULEE, COFFEE SERVICE

SETUP

**BALLROOM SET-UP: SEE ATTACHED
DIAGRAM**

- Registration Tables outside ChaCha
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- 21 x 21 Dance Floor
- (1) 8ft Table front of Room for Awards
- Room for Photo Booth Back hallway
- Dj Table front of Room
- Coffee & Water Station

Kenna Harris Gay

HOTEL'S DIRECTOR'S SIGNATURE

DATE

3/16/2017

[Handwritten Signature]

RENTER'S SIGNATURE

DATE

3-17-2017

APPENDIX A



BY CHOICE HOTELS

OPTIONS AND CHANGES TO APPENDICES:

POTENTIAL CHARGES & PENALTIES

AV EQUIPMENT RENTAL
MICROPHONE (WIRED)
MICROPHONE (WIRELESS)
SPEAKERS
PROJECTION SCREEN
PROJECTOR
LCD SCREEN (60")

STAFFING & HOURS

EARLY SETUP
LATE DISMANTLE/CLEANING
+ SERVER
+ BUSSING
+ BAR
+ BARTENDER

FURNISHING

+ TABLE
+ CHAIR
+ LINEN

+ SECURITY

APPENDIX C



BY CHOICE HOTELS

C1 - DEPOSIT & PAYMENT AUTHORIZATION:

- Upon signing of the Contract, Authorized Signer (Renter) shall provide:
 - o Copy of Renter's driver's license
 - o The following signed Credit Card Authorization:

CREDIT CARD AUTHORIZATION

I, _____, hereby authorize Clarion Hotel to charge my credit card for the payment of event expenses outlined in the Facility Rental Quote Sheet.

- Type of CC (circle one): Visa MC DISC AMEX OTHER: _____
- Total Amount Authorized: _____
- Cardholder's Name: _____
- Card Number: _____
- Expiration Date: _____ CSC: _____

SIGNATURE

DATE

Payments may be made by check to CLARION HOTEL, in which case credit card authorization must still be completed for purpose of damage deposit.

C2 - PAYMENT SCHEDULE & CANCELLATION

Payment	%	Due
Damage Deposit**	\$500	Same time as date-hold deposit
Date-Hold Deposit	30%	>90 days before event
Second Payment	30%	60 days before damage deposit
Third Payment	30%	30 days before event
Final Payment*	10%	72 hours before event

- All payments are non-refundable unless indicated otherwise.
- If the Renter fails to comply with the Payment Schedule outlined, this Facility Rental Agreement shall be considered null and void at which time Clarion reserves the right to offer the facility to other potential Renters. Clarion will not be held liable for any expenses incurred by Renter at any time this Agreement is in force.
- % indicates percentage of total cost of event
- * Final payment may change due to additional costs incurred due to changes to original scope of event.
- ** Refunded within 7 days after event

C3 - GUEST ROOM CHARGES AND RESPONSIBILITIES:

If guest rooms reserved for event, please check appropriate circle:

- Individual attendees responsible for their own sleeping guest room charges *
- RENTER is responsible for guest room charges *
- Group to arrive together
- Group to arrive individually

* Guest Room cancellations will be refunded 100% if cancelled 30 days or greater prior to event.

C4 - CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT:

Any changes, additions, stipulations or deletions, including corrective lining out: by either HOTEL or RENTER, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other party.

RENTER'S SIGNATURE

DATE

APPENDIX D
Terms and Policies



BY CHOICE HOTELS

CAPACITY

Renter shall be responsible in ensuring that capacity for each rented facility does not exceed the limits set by fire codes.

Facility	Size (sq. ft)	Theatre	Rounds	Classroom
Ballroom (full)	4500	550	300 with dance floor	250
Cabana	950	70	60	50

CONDUCT

- Renter and guests are expected to use the premises in a considerate manner at all times.
- Clarion Hotel has zero tolerance for drug use or smoking of any kind within 25 feet of the building. At any time during the event, loitering or congregating outside on the sidewalk is not allowed.
- Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion.

PRESENCE OF MINOR CHILDREN (17 yrs and younger)

1. Children must be monitored by an adult at all times.
2. Renter must ensure young children are not loitering outside the facility rented at any time during the event.

USE OF FOG MACHINE OR ANY "SMOKE" EQUIPMENT

Use of a fog machine or any "smoke" equipment is strictly prohibited as they may set off Hotel's fire alarm system. Renter will be responsible for cost of false fire alarm charges caused by a fog machine or any "smoke equipment."

LIVE MUSIC/DJs/NOISE

In consideration of Clarion Hotel guests, loud music must be turned down and not more than five dBA above the ambient by 10 p.m. during weeknights (Sunday through Thursday) and by 11 p.m. on weekends (Friday and Saturday). All sound and music must end by 12 midnight for all events. At the discretion of Clarion staff on duty, Renter may be asked to reduce sound or risk being asked to end the event early and be expelled from the property.

RECEPTION AREA

- Reception area must be inside the rented facility only.
- Renter agrees to refrain from putting tables and chairs in the hotel lobby.

ENTRY AND EXIT

In consideration of our hotel guests, Clarion asks that:

- Doors to the rented facility remain locked and closed at all times.
- The door to the Cha-cha room will be left unlocked from the outside and will be used to access hotel restrooms.

SECURITY

- Clarion requires security guards for events where alcohol is served or sold and any Event deemed necessary by Hotel.
- One (1) security guard is required for every 100 guests or portion thereof.
- Renter is responsible for all expenses incurred related to providing security for the event.
- The Hotel cannot ensure the security of the items left unattended during your event in the function rooms. Special arrangements may be made with the hotel for securing a limited number of valuable items. Hotel will not however be responsible in any case for securing electronic equipment, i.e. laptop computers, camera equipment, etc. If RENTER requires additional security with respect to such items or for any other reason, The Hotel can assist with making the arrangements with the outlined information listed above for an additional cost. All Security personnel to be utilized during the event are subject to the Hotel's approval.

PARKING

Parking is complimentary to all hotel guests and event attendees. However, Clarion does not guarantee parking availability and hereby give notice that parking may be limited.

AMERICAN WITH DISABILITIES ACT

The Clarion Hotel hereby warrants to RENTER that the Hotel is in compliance with all public accommodations requirements of the Americans with Disabilities Act ("ADA"). The Clarion Hotel, to the best of its knowledge, is compliant with all applicable regulations and guidelines of the ADA promulgated pursuant thereto. The Clarion Hotel agrees to provide auxiliary aids and services where necessary to ensure that they are accommodated properly by the hotel staff.

IMPOSSIBILITY OF PERFORMANCE

This agreement will terminate without liability to either party if substantial performance of either party's obligation is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; regulations, or order of governmental authorities; fire, flood, or explosion; war, disaster, civil disorder, curtailment of transportation facilities or services necessary in order to hold the Meeting; any delay in necessary and essential construction or renovation of the Hotel; strike, lockout, or work stoppage or other restraint of labor, either partial or general, from whatever cause.

RESERVATION FOR GUEST ROOMS

Reservations for the event will be made by attendees individually with the hotel through the sales department (925) 566-8820. All Reservations must be accompanied with a credit card authorization for the purpose of deposit. Hotel will not hold any reservations unless secured by one of the above methods.

PRE-EVENT SETUP

Setup permitted prior to event if agreed in writing. Permission is based on room availability prior to event. Door to rental space shall be closed by 11PM due to the inconvenience to hotel guests.

SERVICE FEES AND TAXES

Sales Tax: 9% & Service Charge: 19% for all space rental, equipment rental and food & beverage service charges.

RELEASE OF DAMAGE DEPOSIT

RENTER agrees to pay for any damage to the event space that occurs while RENTER is using it. RENTER will not be responsible, however, for ordinary wear and tear or for damage that RENTER can prove was caused by persons other than the RENTER and it's attendees.

INDEMNIFICATION

RENTER shall indemnify and hold harmless Hotel, its parent, subsidiaries, agents, employees, officers directors and assigns from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and or expenses of any kind or nature, including legal fees and expenses for expert witnesses and consultants, arising out of or in any way connected with any injury, death or property damage incurred by Hotel, its parent, subsidiaries, agents, employees, officers, directors and assigns, while RENTER is using the Hotel property under the terms of this Agreement, unless the claims are based on the intentional or gross negligent acts or omissions of the Hotel.

LIQUOR LICENSE

RENTER understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age. It is the responsibility of RENTER to notify the hotel if any attendees are minors and to ensure minors attending the event are not served alcoholic beverages.

SIGNAGE/USE OF HOTEL NAME:

RENTER may use organizational signage in any public areas of the Hotel as long as it is professional printed and pre-approved by the Hotel. RENTER shall not use the name, trademark, logo, or other proprietary designation of the hotel in any advertising or promotional materials without the prior written approval of the Hotel. RENTER should contact the sales department of the Hotel to request hotel advertising materials.

SENDING PACKAGES/ SUPPLIES PLEASE ADDRESS TO:

Clarion Hotel Concord – 1050 Burnett Avenue, Concord, CA 94520
Attn: SALES (Banquet Storage – RENTER NAME)

USE OF OUTSIDE VENDORS:

If RENTER wishes to hire outside vendors to provide goods or services at the Hotel during the event, the Hotel may, in its sole discretion require that such vendor provide the hotel in form and amount reasonably satisfactory to the hotel and indemnification agreement and proof of adequate insurance.

LICENSES:

RENTER will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that RENTER may use or to be used at the Hotel.

RENTER'S SIGNATURE

DATE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Leisure Hotel LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 1050 Burnett Ave	Requester's name and address (optional)
	City, state, and ZIP code Concord, CA 94520	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
4	5	-	4	0	9	2	2	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LEISHOT-01

LL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 1420 Rocky Ridge Drive Suite 300 Roseville, CA 95661	CONTACT NAME: Richard Sachs	
	PHONE (A/C, No, Ext): (916) 770-2914	FAX (A/C, No):
	E-MAIL ADDRESS: Cal.CPU@Hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Surety Corporation	NAIC # 21881
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Leisure Hotel Group, LLC
1050 Burnett Avenue
Concord, CA 94520

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		MZX 80973577	12/23/2016	12/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liab. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MZX 80973577	12/23/2016	12/23/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: JROTC Military Ball, April 22, 2017 Saturday. Facilities and Food for Military Ball. 1050 Burnett Ave, Concord, CA 94520.
 Mt. Diablo Unified School District, its officers, officials, employees, and volunteers are Additional Insured with regard to General Liability when required by written contract per the attached endorsement form CG7193 01/14, Primary & Non-Contributory included.
 Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MultiCover® - Without Medical Payments - CG 71 93 01 14
Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. **Broadened Named Insured**

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization; and
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury** or **property damage** that

occurred before you acquired or formed the organization; and

(3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

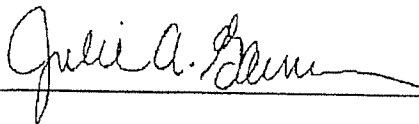
2. **Additional Insured**

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

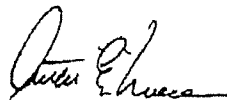
SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies® as named in the policy



Secretary



President

- (1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;
 - (2) The **bodily injury, property damage or personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract**;
 - (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;
 - (4) The insurance afforded to such additional insured only applies to the extent permitted by law;
 - (5) Such person or organization is an additional insured only with respect to:
 - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**; or
 - (f) Their liability as a grantor of a franchise to you.
 - (6) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:
 - (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
 - (7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) Supervisory, inspection, architectural, or engineering services.
- These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage**, or the offense which caused the **personal or advertising injury**, involved the

rendering of or the failure to render any professional services by or for you.

3. Additional Insured - Vendors

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury or property damage** caused by your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded such vendor does not apply to:

- (a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) **Bodily injury or property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and

(4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. Additional Insured - Limited Primary and Non-contributory Provision

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover[®] endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. **Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written insured contract executed prior to the occurrence or offense, we waive any right of recovery we may have against any person or organization named in such insured contract, because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

- b. 90 days before the effective date of cancellation if we cancel for any other reason.

7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the

last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;
2. Temporarily occupied by you with the permission of the owner; or
3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for property damage to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

- (i) That is Fire, Explosion, Sprinkler Leakage or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you, temporarily occupied by you with the permission of the owner, or managed

by you under a written agreement with the owner; or

D. SECTION V - DEFINITIONS, 9. **Insured Contract**, item a., is deleted and replaced by the following:

(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
 - a. the actual cash value of the damaged automobile as of the time of the loss; or
 - b. the cost of repairing the damaged automobile; or
 - c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and
6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
 - (b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands and the British Virgin Islands;

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

(1) **Personal and advertising injury**:

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or

mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. **Expected or Intended Injury**

Bodily injury or property damage expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

- (1) You must see to it that we or any licensed agent of ours are notified of a General Liability occurrence or offense which may result in a claim as soon as practicable after it becomes known to:

- (a) You, if you are an individual;
- (b) Your partner or member, if you are a partnership or joint venture;
- (c) Your member, if you are a limited liability company;
- (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

- (2) To the extent possible, notice should include:
- (a) How, when and where the **occurrence** or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. **Non Employment Discrimination Liability**

Unless **personal and advertising injury** is excluded from this policy the following applies:

- A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination.**

- B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

s. **Discrimination**, if insurance thereof is prohibited by law; or

t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**

All other terms and conditions of the policy apply.



SERVHOS-01

KWEDDLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER License # 0757776 Roseville, CA - HUB International Insurance Services Inc. 1420 Rocky Ridge Drive Suite 300 Roseville, CA 95661	CONTACT NAME: PHONE (A/C, No, Ext): (916) 945-5065	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED Service Hospitality LLC 1050 Burnett Ave Concord, CA 94520		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company of the West NAIC # 27847 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WPL 5034957 00	10/22/2016	10/22/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: JROTC Military Ball, April 22, 2017 Saturday. Facilities and Food for Military Ball. 1050 Burnett Ave, Concord, CA 94520.
 Waiver of subrogation in favor of Mt. Diablo Unified School District. is included per endorsement to follow from carrier for workers compensation.

CERTIFICATE HOLDER Mt. Diablo Unified School District Attn: Superintendent 1936 Carlotta Drive Concord, CA 94519-1397	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT . CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be 5% of the California Workers' Compensation premium otherwise due on such remuneration, subject to a minimum premium of \$50.00.

Schedule

Person or Organization

Job Description

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

JROTC Military Ball- Hotel

JROTC Military Ball, April 22, 2017
Saturday. Facilities and Food for Military
Ball. 1050 Burnett Ave, Concord, CA
94520.

Policy Number: WPL 5034957 00

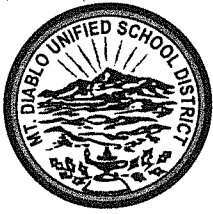
Insured: Service Hospitality LLC

Endorsement Effective: 10/22/2016

Coverage Provided by: Insurance Company of the West

Issue Date: 03/30/2017

Countersigned by:



MT. DIABLO UNIFIED SCHOOL DISTRICT
MT. DIABLO HIGH SCHOOL
2450 Grant Street
Concord, California 94520-2251
(925) 682-4030

April 7, 2017

Clarion Hotel
1050 Burnett Ave
Concord, Ca 94520
Att: Lilly Camaddo

Hello Lilly,

I have completed the independent service contract. Can you please provide me the following a Certificate of Insurance and the additional insured must list Mt Diablo Unified School District. Can you please sign the contract where I have place a yellow arrow? Once I receive the original signed contract back from you I can then forward it to our District for completion.

Thank you,

A handwritten signature in cursive script that reads "Debbie Woods".

Debbie Woods
Mt Diablo High School
Office Manger
(925) 682-4030 ext. 3401
hickeyd@mdusd.org

4/10/17

Hello Debbie!

Please find attached signed
Copies inserted in the pages. Same
signed Paperworks was e-mailed
to you on Wed. April 5, 2017. Lilly C