

Purchase Requisition # R72420

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FEB 06 2013

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

Budget & Fiscal Services
Junior Prom

FEB 06 2013

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

THIS AGREEMENT is made this 17 day of January, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Event Group (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:

\$ 21,600 total fee for Services

358-3936-49-5800
BUDGET CODE

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

PERSONNEL SERVICES

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 21,600.00 per engagement.

FEB 12 2013

Check one:

MDUSD

- 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 1/17/13. 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: The Event Group
 Address: PO BOX 10546
Pleasanton, CA
 Phone: 570-346-2326
 Fax: 570-291-9773
 Tax ID #: 94-3231986

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:

[Signature]
Budget Administrator
1-29-13
Date

By:

[Signature]
17 Jan 13
Date

Title:

Principal

Title:

President

Authorized by:

[Signature]
Assistant or Associate Superintendent
2/6/13
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.

[Signature]
Originator's Signature

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

NHS - ASB
JR CLASS 214.00

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

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Event Group will plan and implement the Junior Prom for Northgate High School to be held on March 23, 2013 at Sequoyah Country Club.

- Not to exceed \$21,000
- minimum 300 students
- from 7:00 10:30 pm

Timeline

Sequoyah Country Club: confirmed 10/1/12

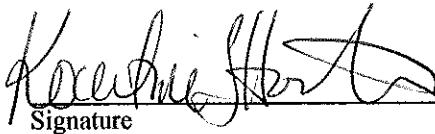
DJ - confirmed October 2012

Catering - confirmed January 2013

Security - confirmed October 2012

Insurance - confirmed - sent yearly as renewal comes up.

Services of Contractor arranged by


Signature

Leadership / Northgate H.S.
Department / School

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The Event Group
P.O. Box 10546
Pleasanton, CA 94588
Phone: 510-376-2326
Fax: 510-291-9773

EVENT AGREEMENT

TRANSACTION DATE: JANUARY 17, 2013

DATE OF EVENT: MARCH 23, 2013 [SAT]

CLIENT: NORTHGATE HIGH SCHOOL

ADDRESS: 425 CASTLEROCK RD., WALNUT CREEK, CA 94598

SCHOOL PHONE: 925.938.0900 [FAX]: 925.945.6429

ORGANIZER: MS. KOURTNIE HOWERTON

FUNCTION: JUNIOR PROM

ATTENDANCE: UP TO 450 MINIMUM GUARANTEE: 300

ARRIVAL TIME: 7:00 PM EVENT TIME: 7:00 - 10:30 PM

COST: \$72.00 PER STUDENT DEPOSIT: \$5,000.00/\$5,000.00

DEPOSIT DUE: ASAP & 2/15/13 BALANCE DUE: 03/15/13 \$11,600.00*

**(Based on minimum guarantee only)*

YOUR EVENT WILL INCLUDE:

- FOUR HOURS USE OF SEQUOYAH COUNTRY CLUB
(Located at: 4550 Heafy, Oakland)
- GOURMET DESSERT DISPLAY
- UNLIMITED SODAS, JUICES, WATER & COFFEE
- DISC JOCKEY [OF YOUR CHOOSING] WITH LIGHT SHOW
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- COAT CHECK EQUIPMENT
- ADDITIONAL INSURANCE TO MDUSD & FACILITY
- ALL SET-UP AND CLEAN-UP
- EVENT PLANNING SERVICES THROUGHOUT THE YEAR
- EVENT GROUP HOST, STAFF AND SECURITY

A non-refundable deposit payment of \$5,000.00 is due as soon as possible. A SECOND PAYMENT OF \$5,000 will be due by FEBRUARY 15, 2013. A FINAL PAYMENT OF \$11,600.00 WILL BE DUE 03/15/13. (This amount equals the guaranteed minimum multiplied by the per student ticket price, less the deposit). ***ANY COUNT GIVEN AFTER THIS DATE WILL BE CHARGED A 10% SURCHARGE***. THE EVENT GROUP RESERVES THE RIGHT TO CANCEL ANY EVENT IF FULL MINIMUM BALANCE DUE IS NOT RECEIVED ONE WEEK PRIOR TO THE EVENT DATE. Any tickets sold after your minimum is met must be paid by certified funds no later than two days prior to the event. Your minimum is 300 students. Three chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. Cancellation policy: Deposits are non-refundable. (Please see contract terms on reverse).

Please make checks payable to: "THE EVENT GROUP".

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON:

BY: [Signature] TITLE: Asst. Supt.

BY: [Signature] TITLE: President - The Event Group

EVENT CONTRACT TERMS FOR LAND & WATER BASED VENUES

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1. The selling, disposing or dispensing of all food, beverage, and services is reserved to The Event Group, Inc. The client will make no arrangements for the selling, disposing or dispensing of any food, beverage or services with anyone but The Event Group, Inc.
2. Client hereby agrees that no guest or agent shall bring on the premises any article of an inflammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature. Client shall be liable for all damage resulting therefrom. The Event Group, Inc. reserves the right to have confiscated all such articles brought in.
3. A guest count shall be made at the entrance and must be accepted as final. Client shall not carry guests in excess of stated limit for the facility.
4. Client agrees to indemnify and hold The Event Group harmless from any and all liability, loss or damage client may suffer as a result of cancellation or interference with client's scheduled event, other than the willful actions of The Event Group, Inc.
5. Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal substances will not be tolerated and an immediate termination to the event will be ordered by an Event Group representative, in which event client shall be responsible for full payment of event.
6. Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, its furnishings, equipment, etc. caused by client, its agents or guests.
7. The Event Group, Inc. shall not be responsible for any injury suffered by the client, its agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any person or persons employed directly by The Event Group, Inc. on the premises. The Event Group, Inc. shall further have no responsibility for loss or damage to the personal property of client, its agents or guests.
8. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. The Event Group, Inc. reserves the right to refuse admittance to the facility to any guest or agent of the client at The Event Group, Inc's sole discretion.
9. The Event Group, Inc. is not responsible for fire, damage, or loss whatsoever to any vehicle while patron is attending event. Further, The Event Group, Inc. is not responsible for any personal injuries sustained in the parking areas adjacent to or provided for by the event location.
10. All terms and payment deadlines must be adhered to unless written approval permitting alterations, inclusions or exclusions has been authorized by The Event Group, Inc.
11. The parties agree that in the event that client were to cancel this contract with less than twelve (12) months prior written notice from the contracted date, The Event Group, Inc. would sustain damages, costs and lost profits in an amount which is difficult to calculate or ascertain. Therefore, should client cancel the contract and/or event with less than twelve (12) months prior written notice to The Event Group, Inc., then client's deposit and minimum guarantee payments as called for in this agreement shall be retained and/or collected by The Event Group, Inc., as liquidated damages for client's failure to timely cancel the event. In addition, should client make any changes to the event date and/or time of the event, less than fifteen (15) days prior thereto, client shall be responsible to compensate The Event Group, Inc. for all production costs, vendor cancellation fees, venue cancellation fees as well as legal charges and any and all additional costs that may be associated with such change.
12. This agreement represents the final and complete agreement for the rental of the facility and all prior written and oral agreement with respect to the rental of the facility are superseded by this agreement. Any modification or addition to this agreement must be in writing and signed by both parties.
13. The captain shall be in complete control of the navigation of the vessel and shall have the right to deviate from the aforesaid described route of the voyage where the captain determines at his sole discretion that such deviation is necessary for the safety or comfort of the guests.
14. The Event Group, Inc. is not responsible for late passengers. Neither refund nor exchange is authorized for passengers who miss the scheduled departure.

The Event Group, Inc., being independent of all land based facilities and vessel owners, carries full liability protection for its patrons.

The Event Group, Inc. is merely a ground operator/broker that provides contractual services on land based facilities and chartered vessels of various companies. The Event Group, Inc. thereby being an intermediary is operating under and legally bound to terms of the facility and vessel owner/operator.

PLEASE INITIAL TO ACKNOWLEDGE YOU HAVE READ AND AGREE TO ALL TERMS & CONDITIONS:

INITIALS

