

RECEIVED
MAY 18 2016
HS ASST SUPERINTENDENT

Purchase Order # 97689



Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Amendment No. 1 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and Event Group (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on _____, 20____ and the parties agree to amend that Agreement as follows.

1. Services: (Check and complete ONE of the options below).

- CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

2. Terms: (Check and complete ONE of the options below).

- The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.
- The contract term is unchanged.

3. Compensation: (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

- The rate is amended by an increase of decrease of \$ _____ for _____ type of service
- The contract amount is amended by an increase of decrease of \$ 5,900.00 to original contract amount.

The amended contract amount rate is now \$ 45,900.00

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History: This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

Mt. Diablo USD
By: Paul Doyle
Budget Administrator/Principal

Mt. Diablo USD
By: _____
Superintendent or Designee

Contractor
By: [Signature]

Board Approval (if needed)
Docket Number: _____
Agenda Item Number

Date: 5/16/16

Date: _____

Date: 5/12/16

Date: _____

PURCHASE ORDER CHANGE FORM

Purchasing Department

*****THIS FORM TO BE SENT TO THE FISCAL SERVICES DEPARTMENT*****

(Fiscal will forward to Purchasing after they approve the changes)

DATE: 4-27-16

REQUESTOR NAME: Pam Malin EXT. # 3217 EMAIL: Malin.p @MDUSD.ORG

SITE: CPHS PO#: 92689 VENDOR NAME: Event Group

CIRCLE SELECTION APPROPRIATELY: Cancel PO Change PO (fill out applicable areas below)

REQUIRED FIELD-Reason for Change: Additional Tickets Sold over Contract Guarantee Amount

Add or Delete Line Item(s)

Line Item	Add or Delete	Quantity if Adding	Description	Price	Budget Code to be Charged
3	Add	1	Extra Tix Sold	\$ 5900.00	324-3936-49-5800
				\$	

Change of Budget Code ONLY

Line Item	Change From:	Change To:	Amount
			\$
			\$

Change Line Item (list reason for change above)

Line Item	Quantity	New Quantity (if applies)	Description of change	Price	Budget Code to be Charged:
				\$	
				\$	

SITE/Department Head Approval _____ Date: _____	ADJUSTED PO Grand Total \$ 45900.00
Budget Administrator Approval _____ Date: _____	
Fiscal Approval _____ Date: _____	



April 22, 2016

Ms. Pam Malin
College Park High School
201 Viking Drive
Pleasant Hill, CA 94523

Dear Pam,

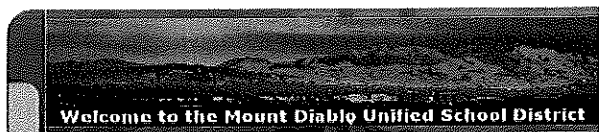
This letter shall serve as a final invoice for the College Park High School Senior Ball on May 14, 2016 at the Oakland Scottish Rite. The amount due is \$5,900 and is for the following:

459 students @ \$100.00 per person	\$ 45,900.00
Less Deposits Received ...	\$ 20,000.00
Less Anticipated Payments	<u>-\$ 20,000.00</u>
Total due	\$ 5,900.00

Please make the check payable to "The Event Group", and send it to our address below.

If you have any questions, please do not hesitate to call me at (510) 376-2326.

Yours,
Ami Peterson



< Previous <	View Agenda	13.2 (Item #2) College Park High School's Independent	> Next Item >
--------------	-------------	---	---------------

Meeting Date: 6/1/2015 - 5:00 PM

Category: Consent Agenda

Type: Action

Subject: 13.2 (Item #2) College Park High School's Independent Contract for The Event Group for Junior Prom on 3/19/16 & Senior Ball on 5/14/16

Strategic Plan: Strategic Initiative 1.1 Academic Excellence and Learning

Policy:

Enclosure:

File Attachment: CPHS Contract with The Event Group Junior Prom.pdf
 CPHS Senior Ball Contract with The Event Group.pdf

Summary: College Park High School is requesting approval of Independent Service Contracts with The Event Group for the Junior Prom being held at The Turf Club at Golden Gate Fields on 3/19/16 and their Senior Ball being held at the Scottish Rite in Oakland on 5/14/2016

Funding: Associated Student Body Account: 324-3936-49-5800

Fiscal Impact : Junior Prom will run \$27,450.00
Senior Ball will run \$40,000.00

Recommendation: Approve Independent Service Contracts with The Event Group.

Recommended By:

Signed By: *Signature*
Michele McKimmie - Administrative Assistant

Signed By: *Signature*
Chris Holleran - Assistant Superintendent of High Schools

Approvals: **Signed By:** *Signature*
Deborah Cooksey - Associate General Counsel

Signed By: *Signature*
Nance Juner - Director of Fiscal Services

Signed By: *Signature*
Dr. Nelle Meyer - SuperIntendent

Original Motion

Vote Results: Member (**Barbara Oaks**) Moved, Member (**Brian Lawrence**) seconded to approve the Original motion 'Approve all Consent Agenda items.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **5** Nay: **0**.
The motion **CARRIED 5 - 0**

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

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

THIS AGREEMENT is made this 15 day of May, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Event Group (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 \$ 40,000.00 for Services 324 - 3936 - 10 - 5800 \$ 40,000.00

The basis of the fee for Services shall be as follow _____ \$ _____

a. \$ _____ per hour, _____ \$ _____

b. \$ _____ per day, or _____ BUDGET CODE(S)

c. \$ 40,000.00 per engagement.

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- 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 5/15/15. 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 ____ 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.

Purchase Requisition # _____

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: The Event Group
Attn: Ami Peterson
Address: P.O. Box 10546
Pleasanton, CA 94588
Phone: 510.376.2326
Fax: 510.291.9773
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 next business day following delivery thereof to

Purchase Requisition # _____

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

The Event Group

Name of Company/Organization or Independent Contractor/Consultant

By: Paul Douglas 5/19/15
Signature of Principal/Budget Administrator Date

By: Ami Peterson
Signature of Contractor/Consultant Date

Title: Paul Douglas Principal
Print Name and Title

Title: Ami Peterson - President
Print Name and Title

Authorized and Approved by:

Ann Holleran 5/19/15
Superintendent or Designee Date

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

Paul Douglas 5/19/15
Originator's Signature Date

CPHS
Site/Department Originating this Contract

Paul Douglas Principal
Print Name of Originator and Title

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 # _____

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**

Planning and implementing the College Park Senior Ball on May 14, 2016 at the Scottish Rite in Oakland.

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:	The Event Group	
Services to be performed under the Agreement:	Planning Senior Ball	
Schools/Locations where services will be performed:	Scottish Rite	
Total amount to be paid by the District under this Agreement:	\$ 40,000.00	
Term of Agreement:	May 30, 2016	
<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."

Ami Peterson
 Independent Contractor/Consultant Signature

Ami Peterson
 Print Name

 Date

Independent Contractor/Consultant

Chris Halleran
 Superintendent or Designee's Signature

Chris Halleran
 Print Name

6/19/15
 Date

Superintendent or Designee's Signature

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Blanket as Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Request for Taxpayer
 Identification Number and Certification**

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

See Specific Instructions on page 2.

Name (as shown on your income tax return): The Event Group

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.): PO Box 10546

City, state, and ZIP code: Pleasanton, CA 94588

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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

or

Employer identification number
94-323-1986

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here Signature of U.S. person ▶ [Signature]

Date ▶ 9 May 13

General Instructions

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

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, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

The Event Group
P.O. Box 10348
Pleasanton, CA 94588
510-376-2326 phone
925-846-1392 fax

EVENT AGREEMENT

RANSACION DATE: MAY 13, 2015 DATE OF EVENT: MAY 14, 2016[SAT]

CLIENT: COLLEGE PARK HIGH SCHOOL

ADDRESS: 201 VIKING DRIVE, PLEASANT HILL, CA 94523

SCHOOL PHONE: 925.682.7670 [FAX]: 925.676.7892

ORGANIZER: MR. SCOTT WOOD/ MS. PAM MAILN

FUNCTION: SENIOR BALL

ATTENDANCE: UP TO 850 MINIMUM GUARANTEE: 400 INITIALS _____

ARRIVAL TIME: 8:00 PM EVENT TIME: 8:00 - 11:30 PM

COST: \$100 PER PERSON

UP TO FOUR HOURS EXCLUSIVE USE OF SCOTTISH RITE

(Located at: 1527 Lakeside Dr- Oakland)

- GOURMET LIGHT HORS D'OEUVRES AND DESSERT DISPLAY
- UNLIMITED SODAS, JUICES, STILL OR SPARKLING WATER AND COFFEE
- DISC JOCKEY WITH LIGHT SHOW
- TWO PHOTO BOOTHS
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- APPLICABLE PERMITS AND ADDITIONAL INSURANCE (Required by the facility)
- ALL SET UP AND CLEANING
- EVENT GROUP HOST, STAFF AND SECURITY

FINAL COUNT IS DUE BY 5/04/16. Any count given after this date will be charged a 10% surcharge.

NON-REFUNDABLE DEPOSIT & PAYMENTS:

Deposit: \$10,000.00 on or before 06/30/15

Deposit: \$10,000.00 on or before 2/15/16

Half Final Min. Balance: \$10,000.00 on or before 5/06/16

(The Event Group reserves the right to cancel any event if half the minimum balance due is not received one week prior to the event date.)

Final Min. Balance: \$10,000.00 on or before 5/20/16

(Based on minimum guarantee only - payment for all guests due)

Two chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. Cancellation policy: All deposits and payments are non-refundable.

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

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON: 5/19/15

BY: Oliver Koller

TITLE: Asst. Supt

The Event Group
P.O. Box 18348
Pleasanton, CA 94588
510-376-2326 phone
925-846-1392 fax

EVENT AGREEMENT EVENT CONTRACT TERMS FOR LAND & WATER BASED VENUES

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. All guests must be paid for. 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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE – NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph a., Primary Insurance is amended as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an insured contract requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.