

Purchase Requisition # R98284

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 11 day of April, by and between the Mt. Diablo Unified School District (hereinafter "District") and Urban Park Concessionaires (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 \$ 14,580.00 for Services 324 - 3936 - 49 - 5800 \$ 14,580.00

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

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 14,580.00 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 9/22/17. 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.

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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: Urban Park Concessionaires
Attn: The Ranch at Little Hills
Address: 2150 Main Street, Suite # 5
Red Bluff, CA 96080
Phone: 530-529-1596
Fax: 530-529-4511
Tax ID #: 942731957

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

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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

Urban Park Concessionaires

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 4-12-17
Signature of Principal/Budget Administrator Date

By: [Signature]
Signature of Contractor/Consultant Date

Title: Joseph Alvarez, Principal
Print Name and Title

Title: Miguel Menjivar G.M.
Print Name and Title

Authorized and Approved by:
[Signature] 4/12/17
Superintendent or Designee Date

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

X [Signature] 4-12-17
Originator's Signature Date
Joseph Alvarez, Principal
Print Name of Originator and Title

CPHS
Site/Department Originating this Contract

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

ASB - Class of 2018

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

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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

College Park High School Senior Picnic @ The Ranch at Little Hills on 9/22/17
18013 Bollinger Canyon Road, San Ramon CA 94583

Youth Entrance Fee @ \$11.00 per student
Youth Big Roundup with Hamburgers and Hot Dogs @14.00 per guest
Rock Climbing Wall @\$225 per hour (based on availability).

*Total cost varies based on final guest count and activity selections.

5/1/17 Initial Deposit of \$500 to Secure Date Due

9/1/17 Final guest count, activity selections, and planning packet Due

9/8/17 2nd Payment, based on final guest count and activities Due

10/6/17 Any remaining balance, i.e. from items accrued based on consumption, Due

27.25 per person - Little Hills

6.00 per person - Busses

3.20 per person - Subs

36.45

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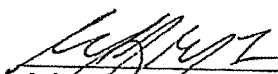
EXHIBIT B
Contractor REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

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


Name of Independent Consultant/Contractor:		Urban Park Concessionaires
Services to be performed under the Agreement:		Catering and Activities for Senior Picnic
Schools/Locations where services will be performed:		College Park High School @ The Ranch at Little Hills. 18013 Bollinger Canyon Road, San Ramon, CA 94583
Total amount to be paid by the District under this Agreement:		\$ 14,580 ⁰⁰
Term of Agreement:		
<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	<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."


 Independent Contractor/Consultant Signature

Miguel Menjivar 4/11/17
 Print Name Date
 Independent Contractor/Consultant


 Superintendent or Designee's Signature

Chris Holleran 4-12-17
 Print Name Date
 Superintendent or Designee's Signature



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2017

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 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 InterWest Insurance Services License #0B01094 310 Hemsted Dr., Suite 200 Redding CA 96002-0935	CONTACT NAME: Sheri Huertas PHONE (A/C No., Ext): 831-635-2248 E-MAIL ADDRESS: shuertas@iwins.com	FAX (A/C No.): 831-638-6818
	INSURER(S) AFFORDING COVERAGE	
INSURED CAPAR-3 California Guest Services, Inc. Urban Park Concessionaires dba: California Parks Company 2150 Main St., Ste. 5 Red Bluff CA 96080	INSURER A: Nat'l Casualty Company NAIC # 11991	
	INSURER B: Scottsdale Indemnity Company 15580	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 864025728 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		KKI0000020617900	12/31/2016	12/31/2017	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 Liability \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			KKI0000020618000	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XKO0000020617400	12/31/2016	12/31/2017	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCC33192900	1/1/2017	1/1/2018	<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)
The District, its officers, officials, employees, and volunteers are named as additional, but only as respects to claims arising out of the negligence of the named insured. Primary Wording applies. RE: The Ranch at Little Hills, 18013 Bollinger Canyon Road San Ramon, CA
Date of Event 09/22/17

CERTIFICATE HOLDER Mt. Diablo Unified School District 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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POLICY NUMBER: KKI0000020617900

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):

THOSE DESIGNATED PERSONS OR ORGANIZATIONS ON FILE WITH US UNLESS SPECIFICALLY DECLINED.

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 the 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.

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POLICY NUMBER: KKI0000020617900

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Rental Contract

Client/Organization College Park High School	Event Date 9/22/2017 (Fri)	Booking Tel (925) 682-7670x3217	Fax () -	Event # E00594
Address 201 Viking Drive		Booking Contact Pamela Malin	Pln Guests 300	Gld Guests 210
Party Name College Park High School Senior Picn	Sales Rep Monica Johnson	Category Youth	Booking Email malinp@mdusd.org	

The parties to this contract are Urban Park Concessionaires dba The Ranch at Little Hills and College Park High School, hereinafter referred to as "The Group". This contract states specific legal and financial obligations your company or group agrees to accept. Please read this carefully. Return one signed copy along with your first payment to our office within 14 days. Thank you for selecting Urban Park Concessionaires dba The Ranch at Little Hills for your event!

Venue						
Description	Type	Start	End	Serving	Banquet Room	Setup Style
		9:00 am	2:00 pm	NA		

Food/Service Items			
Food/Service Items	Price	Qty	Total
Entrance Fee	11.00	300	3,300.00
Youth Big Round Up Includes: Hamburgers and Hot Dogs, Pasta Salad, Chips, Cookie, Unlimited Soft Drinks	14.00	310	4,340.00
Vegetarian Option			
Youth Group - Included Activities Included in your rental of The Ranch at Little Hills are the following activities: Swimming in our Olympic sized pool (4 hours) and Field Games including volleyball, basketball, softball, football, soccer, and more.			
Rock Climbing Wall - 1 hour Extended Hours are based on availability	225.00	4	900.00

Comments
Please note Second Payment amount due in Deposit Schedule may change due to changes in guest count and selections made.

Subtotal	8,540.00	Paid	0.00	Pay Method	Card Number
Tax	701.91	Balance	10,109.91	Card Type	Expires
Service Charge	868.00			Card Holder	
Total Value	10,109.91			Signature	

Deposit Schedule		
Due	Amount	Comment
4/20/2017	500.00	Initial Deposit to Secure Date

9/8/2017	9,609.91 2nd Payment
10/6/2017	0.00 Any Remaining Balance

A. Upon receipt of your **FIRST PAYMENT**, which will serve as a deposit, and a signed copy of this contract, your event listed above will be confirmed.

SECOND PAYMENT DUE: You will be billed for food and/or beverages 21 days prior to your event. This bill will be based on your guarantee number of attendance. If you cannot provide us with a guarantee number 21 days prior to your event, you will be billed based on your guarantee number (210) at the minimum meal package rate. **FULL PAYMENT FOR THIS INVOICE IS DUE TO OUR OFFICE 14 DAYS PRIOR TO YOUR EVENT.** After a three (3) day grace period, we reserve the right to charge you an additional 10% late fee.

THIRD PAYMENT DUE: The week after your event, you will be billed for any guarantee number increases, or any additional expenses incurred on the day of your event. Payment for these will be due in full, fifteen (15) days following your event. After a three (3) day grace period, we reserve the right to charge you an additional 10% late fee.

B. Service charge of 20% and a Sales Tax of 8.25% will be added to all sales, where applicable. Subject to change.

C. No person under 21 years of age shall purchase, consume, or possess any alcoholic beverage. Proof of age will be required for alcoholic beverage service.

D. **Guaranteed Guest Count:** At least twenty-one (21) days prior to the beginning of your event, Customer must inform The Ranch at Little Hills in writing of the exact number of attendees being guaranteed. The final attendance guarantee may not decrease greater than 30% of the initial planned attendance number. With this written guarantee, any additional payment is due 14 days prior to the event date for the full payment (ie. one hundred percent 100%) of the estimated dollar value of your space rental fee, food, beverage, service charge, and any other event expenses when you sign this contract. In the event that you do not inform us of the final attendance number 21 days prior to the beginning of your event, 70% of the planned attendance at time of signing this contract will become the guarantee number.

E. In the event that legal action is brought for breach of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

F. The parties agree that the amounts of deposits will constitute liquidated damages in the event of a cancellation. If cancellation occurs prior to 90 days in advance of the event, the liquidated damages would be 50% of the TOTAL Deposit. If cancellation occurs within 90 days of the event, liquidated damages would be 100% of the TOTAL Deposit. Cancellation policy applies to any/all date changes.


G. Urban Park Concessionaires dba The Ranch at Little Hills shall be excused from performance during the time and to the extent that Urban Park Concessionaires dba The Ranch at Little Hills is prevented from performing in the customary manner by acts of God, fire, strikes, picketing, inability to obtain supplies or other unavoidable causes.

H. Any controversy or claim arising out of, or relating to, this contract, shall be settled by binding arbitration in Contra Costa County, State of California, under the commercial arbitration rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

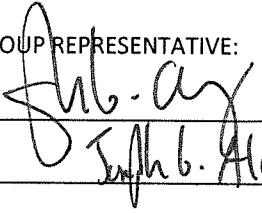
I. **HOLD HARMLESS** - The Group agrees to indemnify and hold harmless Urban Park Concessionaires dba The Ranch at Little Hills, and its officers, directors, agents and employees, and The East Bay Regional Park District and its officers, directors, agents and employees, from all liabilities, claims, expenses (including attorneys' fees), demands, suits or costs of whatever nature for injury to, or death of, any person or persons or damage, theft, loss or destruction of property arising out of activities conducted in connection with the patron's use of Urban Park Concessionaires dba The Ranch at Little Hills, excepting only such injury or damage

as may be caused solely by the willful misconduct or sole negligence of Urban Park Concessionaires dba The Ranch at Little Hills. Urban Park Concessionaires dba The Ranch at Little Hills shall have no responsibility to safeguard the equipment or property of the patron or any of its guests.

AUTHORIZED RANCH AT LITTLE HILLS REPRESENTATIVE:


SIGNATURE: 
DATE: 3/20/2017
PRINTED NAME: Monica Johnson TITLE: Event Sales

AUTHORIZED GROUP REPRESENTATIVE:

SIGNATURE:  DATE: 3-21-17
PRINTED NAME: J. B. Alvarado TITLE: Principal

For ACCOUNTING & BILLING questions please contact The Ranch at Little Hills at 925-837-8158. For CREDIT CARD PAYMENT (We accept VISA, MASTERCARD and DISCOVER) please fax your Credit Card Authorization Form to 925-837-5891, or email a copy to your event coordinator.

For EVENT DETAILS & PLANNING please contact 925-837-8158.


C. Holleran 3.29.17