

PO# 76222

Purchase Requisition # R59384

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

1936 Carlotta Drive  
Concord, CA 94519

**RECEIVED**  
MAY 13 2010

**RECEIVED**  
APR 21 2010  
Budget & Fiscal Services

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
Budget & Fiscal Services AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 12 day of March, 2010 by and between the Mt. Diablo Unified School District (hereinafter "District") and Events to the T' Inc (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:

~~\$12,600~~ total fee for Services \$28,720.00 324-3936-16-5800  
BUDGET CODE <sup>49 OK</sup>

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

- a. \$ \_\_\_\_\_ per hour,
- b. \$ \_\_\_\_\_ per day, or
- c. ~~\$12,600~~ per engagement \$28,720.00

*428 attending  
see change order  
attached*

Check one:

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

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

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

3. Term and Termination. This Agreement will become effective on 3.12.10 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,

Purchase Requisition # R59384

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: Events to the "T" Inc  
 Address: 286 Brady St.  
Marinez, CA 94553  
 Phone: 925-335-0633  
 Fax: 335-9797  
 Tax ID #: 33-1013077

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

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.

- 12. **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.
- 13. **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: Barbara Oake 4-19-10 By: [Signature] 3/12/10  
 Budget Administrator Date Date

Title: Principal, PHS Title: CEO

Authorized by: [Signature]  
 Assistant or Associate Superintendent Date

Approved: Maile Isserman 5-12-10  
 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.

OK

*This contract is for next year*

*OK'd by Greg Wattermark 5/2/10*

Services for payment:  
 Original Fiscal Services for payment  
 Contractor  
 Original Budget Administrator

may be obtained from the office of  
 Superintendent of Elementary Education  
 Superintendent of Educational Services  
 Fiscal Services web site:  
[12.ca.us/fiscal/pdf/contract.pdf](http://12.ca.us/fiscal/pdf/contract.pdf)

Revised: 9/5/02

BAO

EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Junior Prom 2011  
Facility Rental  
F/B  
Entertainment  
Decor  
Security

Services of Contractor arranged by

Barbara Orka  
Signature

CPHS  
Department / School

# Events to the 'T' Inc

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

(925) 335-0633 Office  
(800) 515-3529 Toll Free  
(925) 335-9797 Fax

[www.LavishEvents.com](http://www.LavishEvents.com)

## INVOICE

*Please make deposits payable and remit to:  
Events To The 'T', Inc.  
286 Brady St. Martinez, CA 94553*

Client Name: College Park High School Event Date: 4/2/11  
Event Location: Canyon View Dining Hall Event Type: Junior Prom

Date Due	Description	Amount Due
Upon receipt	Initial Deposit	\$1,000.00
	<b>Total: \$</b>	<b>\$1,000.00</b>

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### **DESSERT ASSORTMENT** (CHOICE OF FOUR ITEMS)

New York Style Cheesecake  
Chocolate Pecan Torte  
Brownies  
Cherry Pie  
Tiramisu  
Assorted Cookies  
Baglawa  
Apple Pie

### **CHOCOLATE FOUNTAIN** (CHOICE OF WHITE, OR MILK CHOCOLATE)

Fresh Strawberries  
Pound Cake  
Rice Crispy Treats  
Marshmallows  
Cookies  
(or other selections)

### **BEVERAGES** (CHOICE OF FOUR)

Coke  
Diet Coke  
Sprite  
Orange Juice  
Apple Juice  
Bottled Water

### **DÉCOR INCLUDED**

- Centerpieces: You may select from our assortment of centerpieces offered at final walkthrough. Included are 3 tea light candles in petit lanterns at each table.
- Red carpet entry
- Coat check materials
- Seating for 200

### **SPECIAL NOTES**

- You may choose from one of the following services free of charge: Karaoke DJ, uplights in your choice of colors (16 max), or 4 balloon trees in your choice of colors.

# Events to the 'T' Inc

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

(925) 335-0633 Office  
(800) 515-3529 Toll Free  
(925) 335-9797 Fax

[www.LovishEvents.com](http://www.LovishEvents.com)

## EVENT CONTRACT

This agreement is entered into on February 26, 2010 between EVENTS TO THE 'T', Inc. and COLLEGE PARK HIGH SCHOOL, Pleasant Hill, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

\_\_\_ 1. For the engagement described hereinafter Events To The 'T', Inc. will provide:

- Canyon View Dining Hall Facility
- E.T.T. Entertainment DJ- Ultimate Prom Package
- Food: Grand Dessert Assortment & Chocolate Fountain with Dippables
- Drinks: Unlimited Sodas, Juices, and Water
- Security Guards (1 per 100 students) provided
- Facility Set-Up & Clean-Up
- Coat check area to be staffed by College Park HS
- All necessary décor including centerpieces, and red carpet entry
- Events to the 'T', Inc. Manager

\_\_\_ 2. Event Location:

Canyon View Dining Hall  
680 Bollinger Canyon Way  
San Ramon, CA 94583

\_\_\_ 3. Date(s) / Time (s) of engagement:

Saturday, April 2, 2011  
5:00p.m. – 8:00p.m. Set-up  
8:00p.m. -12:00a.m. Prom

\_\_\_ 4. Agreed upon compensation for engagement:

\$18,600.00 (\$62.00/guest) plus any supplemental/extra fees incurred (i.e.: additional guests over 300)

\*Guaranteed number of students attending is 300

\_\_\_ 5. Deposit schedule:

\$1,000.00  
\$4,000.00  
\$13,600.00 (+ Any Extra Students)

To Reserve  
February 10, 2011  
1 week prior to event  
with final head count

# Events to the 'T' Inc

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

(925) 335-0633 Office  
(800) 515-3829 Toll Free  
(925) 335-9797 Fax

[www.LavishEvents.com](http://www.LavishEvents.com)

## TERMS OF AGREEMENT

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

## TERMINATION OF AGREEMENT

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

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

COLLEGE PARK HIGH SCHOOL  
Barbara Oaks (925) 682-7670  
(Name of Client) (Area Code & Phone Number)

201 VIKING DRIVE PLEASANT HILL CA 94523  
(Mailing Address) (City) (State) (Zip)

Barbara Oaks 5/12/10  
(Signature of Client) (Date)

[Signature] 5/4/10  
(Toby Proescher, Events to the 'T', Inc.) (Date)



# Events to the 'T' Inc

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

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(925) 335-9797 Fax

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## EVENT CONTRACT

This agreement is amended from the original on March 30, 2011 between EVENTS TO THE 'T', Inc. and COLLEGE PARK HIGH SCHOOL, Pleasant Hill, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

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

- Canyon View Dining Hall Facility
- E.T.T.T. Entertainment DJ- Intensify
- Food: Grand Dessert Assortment & Chocolate Fountain with Dippables
- Drinks: Unlimited Sodas and Water
- Cotton Candy Machine
- Photo Booth with double prints
- Private Security Guards (2 M/2F)
- Facility Set-Up & Clean-Up
- Coat check area to be staffed by College Park HS
- All necessary décor including centerpieces, and red carpet entry
- Events to the 'T', Inc. Manager

2. Event Location:  
Canyon View Dining Hall  
680 Bollinger Canyon Way  
San Ramon, CA 94583

3. Date(s) / Time (s) of engagement:  
Saturday, April 2, 2011  
5:00p.m. - 8:00p.m. Set-up  
8:00p.m. -12:00a.m. Prom

4. Agreed upon compensation for engagement:  
\$28,720.00 (\$68.00/300guest, \$65/128)  
\*Guaranteed number of students attending is 428

5. Deposit schedule:	\$ 1,000.00	Rec'd 5/21/11
	\$ 4,000.00	Rec'd 2/4/11
	\$23,720.00	To be mailed

# Events to the 'T' Inc

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

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(925) 335-9797 Fax

[www.LavishEvents.com](http://www.LavishEvents.com)

## TERMS OF AGREEMENT

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- 2) Events To The 'T' will schedule all arrivals, handle all deposits and payments, and ensure all scheduled activities are approved by the event site.
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- 4) Client will assume full responsibility and liability for the conduct of his or her guests regarding theft or damage to any performers' equipment, or injury to any performer caused by intentional or negligent acts by clients or his or her guests.
- 5) No verbal agreement may end this contract. If any legal action is necessary to enforce the terms of this agreement, Events To The 'T' will be entitled to reasonable collection fees.
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- 4) If terminating event within 30 days, full payment is due. Events To The 'T' Inc. will pay off all monies due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.

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

COLLEGE PARK HIGH SCHOOL  
(Name of Client) (Area Code & Phone Number)

201 VIKING DRIVE WALNUT CREEK CA 94597  
(Mailing Address) (City) (State) (Zip)

Scott Wood 4/1/11  
(Signature of Client) (Date)

Toby Proescher 3/20/11  
(Toby Proescher, Events to the 'T', Inc.) (Date)

## Events to the 'T' Inc

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

(925) 335-0633 Office  
(800) 515-3529 Toll Free  
(925) 335-9797 Fax

www.LavishEvents.com

### DESSERT ASSORTMENT

New York Style Cheesecake  
Brownies  
Baglawa  
Cupcakes

### WHITE CHOCOLATE FOUNTAIN

Fresh Strawberries  
Pound Cake  
Rice Crispy Treats  
Marshmallows  
Cookies

### BEVERAGES

Coke  
Diet Coke  
Sprite  
Bottled Water

### DÉCOR INCLUDED

- Centerpieces: Glass chargers with Martini glasses Pink/Clear/Blue ice  
Included are 3 tea light candles in petit lanterns at each table.
- Red carpet entry
- Coat check materials
- Seating for 300
- White tablecloth

### SPECIAL NOTES

- Uplights: (20) alternating Mayan Sun & Light Red
- Add Cotton Candy Machine (pick up Saturday/return Sunday)
- Add real fork to buffet
- Add Candy table
- Photo Booth (bring props)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/11/2010

<b>PRODUCER</b> EPA Management & Insurance Solutions, Inc. 28060 Acero, Suite 370 Mission Viejo, CA 92891 Phone: (866) 390-3372 Fax: (866) 230-3044	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Events to the T Inc 286 Brady Street Martinez, CA 94553	INSURER A: Steadfast Insurance Company	26387
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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	GLO5989346-00	11/24/2010	12/24/2011	EACH OCCURRENCE \$ 2,000,000.00
					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000.00
					MED EXP (Any one person) \$ 0
					PERSONAL & ADV INJURY \$ 1,000,000.00
					GENERAL AGGREGATE \$ 2,000,000.00
					PRODUCTS - COMPROP AGG \$ Included
					Accident & Health \$ 5,000.00
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				NO STATUTORY LIMITS CTD/EE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				General Aggregate \$2,000,000.00
	Professional Liability				Each Occurrence \$1,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Event Planning Service.  
 Mt Diablo Unified School District is named as additional insured as respects liability arising out of work or operations performed by the consultant.  
 Endorsement attached.

<b>CERTIFICATE HOLDER</b>  Mt Diablo Unified School District 1936 Carotta Dr. Concord, CA 94519-1397	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: Mike Lowry
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