

Purchase Requisition # R94420

R94420

RECEIVED
MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519
NOV 02 2016

On File
attached W-9
attached Insurance

RECEIVED
OCT 24 2016

AGREEMENT BETWEEN
BUDGET & MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR BUDGET & FISCAL SERVICES

THIS AGREEMENT is made this 19 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 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:

\$ 27,600.00 total fee for Services

324-3936-49-5800
BUDGET CODE

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

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 27,600.00 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.
- 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 _____. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

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vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

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

CONTRACTOR

Name:	<u>The Event Group</u>
Address:	<u>P.O. Box 10546</u>
	<u>Pleasanton, CA 94588</u>
Phone:	<u>510.376.2326</u>
Fax:	<u>510.291.9773</u>
Tax ID #:	<u>94-3231986</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

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that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By:

[Signature]
Budget Administrator

8-25-16
Date

By:

[Signature]

5/19/16
Date

Title:

Principal

Title:

President - No CA

Authorized by:

[Signature]
Assistant or Associate Superintendent

10/21/16
Date

Approved:

Assistant Superintendent of Personnel
Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

[Signature]
Administrator's Signature

10/21/16
Date

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

[Signature]
Originator's Signature

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

ASB - Class of 2018

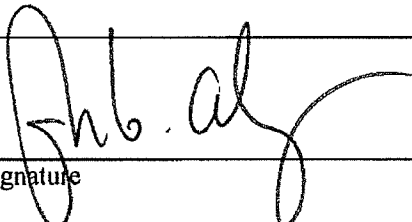
Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

Planning and implementing College Park High School's Junior Prom on March 18, 2017 at Golden Gate Fields.

Services of Contractor arranged by


Signature

CPHS
Department / School

R94420

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

EVENT AGREEMENT

REVISED
TRANSACTION DATE: OCTOBER 12, 2016 DATE OF EVENT: MARCH 18, 2017 [SAT]

CLIENT: COLLEGE PARK HIGH SCHOOL
ADDRESS: 201 VIKING DRIVE, PLEASANT HILL, CA 94523

SCHOOL PHONE: 925.682.7670 [FAX]: 925.676.7892

ORGANIZER: MS. KATE THOMAS/MS. PAM MALIN

FUNCTION: JUNIOR PROM

ATTENDANCE: UP TO 550 MINIMUM GUARANTEE: 300

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

COST: \$92.00 PER STUDENT

- UP TO FOUR HOURS EXCLUSIVE USE OF GOLDEN GATE FIELDS
(Located at: 1101 Eastshore Freeway – Berkeley)
- GOURMET LIGHT HORS D'OEUVRES AND DESSERT DISPLAY
- UNLIMITED SODAS, JUICES, STILL OR SPARKLING WATER AND COFFEE
- DISC JOCKEY [OF YOUR CHOOSING] WITH LIGHT SHOW
- TWO PHOTO BOOTHS
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- UPLIGHTING
- APPLICABLE PERMITS AND ADDITIONAL INSURANCE (Required by the facility)
- ALL SET UP AND CLEANING
- EVENT GROUP HOST AND STAFFING

FINAL COUNT IS DUE BY 3/08/16. Any count given after this date will be charged a 10% surcharge.

NON-REFUNDABLE DEPOSIT & PAYMENTS:

Deposit: \$8,000.00 DUE BY 11/01/16

Second Deposit: \$5,000.00 DUE BY 01/15/17

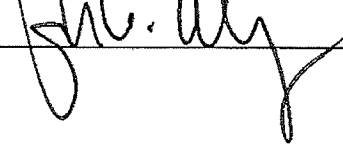
Half Final Min. Balance: \$7,300.00 on or before 3/01/17
(The Event Group reserves the right to cancel any event if half the minimum balance due is not received one week prior to the event date.)

Final Min. Balance: \$7,300.00 on or before 3/23/17
(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: 10/18/16

BY:  TITLE: Principal

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

Fax: 510-291-9773

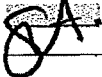
EVENT AGREEMENT
EVENT CONTRACT TERMS FOR LAND & WATER BASED VENUES

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



**Request for Taxpayer
 Identification Number and Certification**

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

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

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 ▶  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,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2016

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 Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806		CONTACT NAME: Judith Villalobos PHONE (A/C, No. Ext.): (714) 221-1800 FAX (A/C, No.): (714) 221-4196 E-MAIL ADDRESS: jvillalobos@bbsocal.com	
INSURED The Event Group 2301 W. 205th St. Suite 102 Torrance CA 90501		INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25224

COVERAGES **CERTIFICATE NUMBER:** 16/17 PKG, UMB & WC **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 VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA1006139	7/20/2016	7/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUA1006140	7/20/2016	7/20/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCA2004623	2/14/2016	2/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Prop. Replacement Cost			CPA1006139	7/20/2016	7/20/2017	Loc#1 Limit: \$10,000 Ded: \$1,000 Loc#2 Limit: \$5,000 Ded: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: High School Events.

The District, its officers, officials, employees and volunteers are included as Additional Insured, as respects to General Liability, regarding operations of the Named Insured, as required by written contract, per policy form CG2026.

General Liability is primary and non-contributory, as required by written contract, per policy form CGS25AS.

This certificate supersedes the one dated 7/27/16.

CERTIFICATE HOLDER

(925) 680-2505

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

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

Camilo Sharpe/JVILLA

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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.

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.