

Purchase Requisition # R72804

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

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

SASS/BH

THIS AGREEMENT is made this 1 day of NOVEMBER, 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:

\$ 50,150 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. \$ 50,150 per engagement.

\$ 8,500 deposit has been paid.

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 4.27.13. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

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

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

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

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>The Event Group</u>
1936 Carlotta Drive	Address: <u>P.O. Box 10546</u>
Concord, CA 94519-1397	<u>Pleasanton, CA 94588</u>
Attn: Superintendent	
	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: *Paul Dyer*
Budget Administrator Date

By: *[Signature]* 1 NOV 12
Date

Title: PRINCIPAL

Title: President - No CA

Authorized by: *Rose Lou* 2/27/13
Assistant or Associate Superintendent 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.

Paul Dyer 2/26/13
Administrator's Signature Date

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

Originator's Signature _____

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

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 Senior Ball on May 18, 2013 at the Scottish Rite.

Services of Contractor arranged by

Paul Dwyer
Signature

CPHS
Department / School

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The Event Group
P.O. Box 10546
Pleasanton, CA 94588
510-376-2326 phone
925-846-1392 fax

EVENT AGREEMENT

REVISED

TRANSACTION DATE: FEBRUARY 25, 2013

DATE OF EVENT: MAY 18, 2013 [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. LYN JONES

FUNCTION: SENIOR BALL

ATTENDANCE: UP TO 850 MINIMUM GUARANTEE: 400

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

COST: \$88.00 PER PERSON / \$60 OVER 400 DEPOSIT: \$8,500/\$5,000

DEPOSIT DUE: ASAP/ JAN 15, 2013 BALANCE DUE: 05/10/13 \$24,650.00*

**(Based on minimum guarantee only)*

- UP TO FOUR HOURS EXCLUSIVE USE OF THE OAKLAND SCOTTISH RITE (Located at: 1527 Lakeshore – Oakland)
- 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
- 2 PHOTO BOOTHS (An Additional \$1,000 has been added to the balance due)
- HENNA TATTOO ARTIST FOR 3 HOURS (An Additional \$650 has been added to the balance due)
- PALM READER FOR 3 HOURS (An Additional \$650 has been added to the balance due)
- JAZZ BAND DURING DINNER (An Additional \$650 has been added to the balance due)
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- UPLIGHTING
- APPLICABLE PERMITS AND ADDITIONAL INSURANCE (Required by the facility)
- ALL SET UP AND CLEANING
- EVENT GROUP HOST, STAFF AND SECURITY

A non-refundable deposit payment of \$8,500.00 is due as soon as possible. A second payment of \$5,000 will be due by January 15, 2013. A FINAL PAYMENT OF \$24,650.00 AND FINAL COUNT WITH CHAPERONES WILL BE DUE on 05/10/13. (This amount equals the guaranteed minimum multiplied by the per student ticket price, less the deposit). ***ANY EXTRA STUDENTS ADDED AFTER THE DUE DATE MAY BE SUBJECT TO A 10% SURCHARGE***. THE EVENT GROUP RESERVES THE RIGHT TO CANCEL ANY EVENT IF FULL MINIMUM BALANCE DUE IS NOT RECEIVED ONE WEEK PRIOR TO THE EVENT DATE. Any tickets sold after your minimum is met must be paid by certified funds no later than two days prior to the event. Your minimum is 400 students. Three chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. Cancellation policy: Deposits are non-refundable. PLEASE REVIEW AND INITIAL CONTRACT TERMS ON REVERSE.

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

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON: _____

BY: _____ TITLE: _____

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Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
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: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) P.O. Box 10546	Requester's name and address (optional)
City, state, and ZIP code Pleasanton, CA 94588	
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 04 3231986

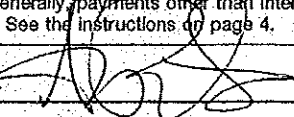
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 ▶ **1 Nov 12**

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,

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RE: Senior Ball

Ami Peterson [ami@californiaproms.com]

Sent: Tuesday, February 26, 2013 2:33 PM

To: LYN JONES

Hi!

I could have sworn I sent one earlier, but can't find it on my computer. Here's one below :o)

JUNIOR PROM TIME LINE

Golden gate Fields	Deposit sent to facility September
DJ Hightop	Confirmed December
Caricaturists	Confirmed February
Photo Booths	Confirmed February
Catering	Date confirmed February
Security	Date confirmed September
Insurance	Sent yearly as renewal comes up

SENIOR BALL TIME LINE

Scottish Rite	Deposit sent May
DJ	Waiting for Confirmation
Photo booths	Finalized February
Catering	Date confirmed January
Security	Date confirmed September
Tables & Chairs	Ordered January
Insurance	Sent yearly as renewal comes up
Henna Tattoo	Emailed order February
Magician	Emailed order February
Jazz Band	In process of assembling

Thanks!

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

www.californiaproms.com

From: LYN JONES [jonesl@mdusd.org]
Sent: Tuesday, February 26, 2013 8:41 AM
To: Ami Peterson
Subject: RE: Senior Ball

Hi Ami,

I so forgot that we need a timeline for each event that shows when you pay for what. The board will not even look at the contract without it.