

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 23 day of May, by and between the Mt. Diablo Unified School District (hereinafter "District") and Total Event SF (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 \$ 38,000.00 for Services 324 - 3936 - 49 - 5800 \$ 38000.00

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

- a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____
- b. \$ _____ per day, or _____ - _____ - _____ - _____ \$ _____
- c. \$ 38,000.00 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 23 May 2019. 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.

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: Total Event SF
Attn: Ami Peterson
Address: P.O. Box 10546
Pleasanton, CA 94588
Phone: 510.376.2326
Fax: 510.291.9773
Tax ID #: 82-3914237

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

Purchase Requisition # P113469

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

By: [Signature] 5-24-19
 Signature of Principal/Budget Administrator Date
 Title: Joseph G. Alvarez
 Print Name and Title

Total Event SF
 Name of Company/Organization of Independent Contractor/Consultant
 By: [Signature] 5/23/19
 Signature of Contractor/Consultant Date
 Title: Ami Peterson - Director
 Print Name and Title

Authorized and Approved by:

Superintendent or Designee _____ Date _____

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

[Signature] 5/23/19
 Originator's Signature Date
Jen Mahmood Vice 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 - Junior Prom Acct.

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

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

Plan and implement the College Park High School Junior Prom on March 28, 2020 at Golden Gate Fields.

Budget Code: 01-0000-1110-4000-39360-000-324-324-5800
(324-3936-49-5800)

Total Cost: \$38,000.00

Payment Schedule:

1st Deposit: \$8000.00 due by 7-30-19

2nd Deposit: \$6000.00 due by 1-15-20

Half Final Minimum: \$9500.00 due by 3-1-20

Final Minimum: \$9500.00 due by 3-30-20

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:	<i>The Event Total Event, SF, Inc.</i> Ami Peterson
Services to be performed under the Agreement:	Event Planning
Schools/Locations where services will be performed:	Golden Gate Fields
Total amount to be paid by the District under this Agreement:	\$ 38,000.00
Term of Agreement:	5.23.19-4.22.20
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input checked="" type="checkbox"/> I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



 Independent Contractor/Consultant Signature

Ami Peterson 05/23/2019

 Print Name Date
 Independent Contractor/Consultant

 Superintendent or Designee's Signature

 Print Name Date
 Superintendent or Designee's Signature

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Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TOTAL EVENT SF, INC.

2 Business name/disregarded entity name, if different from above

dba/THE EVENT GROUP

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____

Note: Check the appropriate box on the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting (see instructions) _____

(Access to accounts, names and other data)

5 Address (number, street, and apt. or suite no.) See instructions.

3264 CHERYL CIRCLE

6 City, state, and ZIP code

PLEASANTON, CA 94588

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, this is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

Or

Employer identification number									
6	2	-	3	9	1	4	2	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number for 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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part I, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/01/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (if Form W-9 requested) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



R113469

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2019

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 have ADDITIONAL INSURED provisions or 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 Total Event SF, DBA: The Event Group P.O. Box 10546 Pleasanton CA 94588		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:** 19/20 PKG & UMB **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	
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:			CPA750805410	02/15/2019	02/15/2020	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 - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA750274611	02/15/2019	02/15/2020	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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 insurance is primary and non-contributing, as required by written contract, per policy form CGE25.

CERTIFICATE HOLDER 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 
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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.

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:

- A. In the performance of your ongoing operation; or
- B. In connection with your premises owned by or rented to you.

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.

R113469

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

EVENT AGREEMENT

PRELIMINARY

TRANSACTION DATE: MAY 22, 2018

DATE OF EVENT: MARCH 28, 2020 [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. 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 JA

COST: \$110.00 PER STUDENT/\$90 OVER 300

- UP TO FOUR HOURS EXCLUSIVE USE OF THE TURF CLUB AT GOLDEN GATE FIELDS (Located at: 101 EASTSHORE HWY – 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
- APPLICABLE PERMITS AND ADDITIONAL INSURANCE (Required by the facility)
- ALL SET UP AND CLEANING
- EVENT GROUP HOST AND STAFFING

FINAL COUNT IS DUE BY 3/18/20. Any count given after this date will be charged a 10% surcharge.

NON-REFUNDABLE DEPOSIT & PAYMENTS:

Deposit: \$8,000.00 DUE BY 07/30/19

Second Deposit: \$6,000.00 DUE BY 01/15/20

Half Final Min. Balance: \$9,500.00 on or before 3/01/20
(Total Event SF 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: \$9,500.00 on or before 3/30/20
(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: "TOTAL EVENT SF".

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON: 5-27-19

BY: Joseph G. Alvarez TITLE: Principal

R113469

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


EVENT AGREEMENT

1. The selling, disposing or dispensing of all food, beverage, and services is reserved to Total Event SF, Inc. The client will make no arrangements for the selling, disposing or dispensing of any food, beverage or services with anyone but Total Event SF, 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. Total Event SF, 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 Total Event SF 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 Total Event SF, 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. Total Event SF, 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 Total Event SF, Inc. on the premises. Total Event SF, 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. Total Event SF, Inc. reserves the right to refuse admittance to the facility to any guest or agent of the client at Total Event SF, Inc's sole discretion.
9. Total Event SF, Inc. is not responsible for fire, damage, or loss whatsoever to any vehicle while patron is attending event. Further, Total Event SF, 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 Total Event SF, 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, Total Event SF, 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 Total Event SF, Inc., then client's deposit and minimum guarantee payments as called for in this agreement shall be retained and/or collected by Total Event SF, 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 Total Event SF, 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.

Total Event SF, Inc., being independent of all land based facilities and vessel owners, carries full liability protection for its patrons.

Total Event SF, Inc. is merely a ground operator/broker that provides contractual services on land based facilities and chartered vessels of various companies. Total Event SF, 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



Joseph G. Alvarez