

Purchase Requisition # R62130

**MT. DIABLO UNIFIED SCHOOL DISTRICT SERVICES**  
1936 Carlotta Drive  
Concord, CA 94519 NOV 09 2010

**RECEIVED**  
NOV 09 2010  
Budget & Fiscal Services

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

THIS AGREEMENT is made this 24 day of April, 2010, by and between the Mt. Diablo Unified School District (hereinafter "District") and WINE VALLEY CATERING (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:

\$ ~~25,000~~ 30,000 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. \$ ~~25,000~~ 30,000 per engagement.

\$2,750 Deposit Due to secure venue  
\$2,050 Deposit for catering  
\$4,750 PAID ON 1.10.11 by CP4

Check one: 30,000

- 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 5.21.11. 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: Lynn Boy  
Address: 1 Avenue of the Palms  
Suite 201  
San Francisco, CA 94130  
Phone: 415-274-2013  
Fax: 274-2043  
Tax ID #: 68-0391452

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: Barbara Oaks 11/3/10  
Budget Administrator Date

By: Lynn Berg 4/24/20<sup>17</sup>  
Date

Title: PRINCIPAL - CCHS

Title: Production Manager

Authorized by: \_\_\_\_\_  
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.

Barbara Oaks 11/3/10  
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 - CCHS

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

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EXHIBIT A

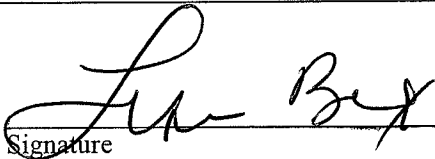
LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

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See attached

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Services of Contractor arranged by

  
Signature

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Department / School

Lyn Jones  
College Park

PERSONNEL SERVICES

MAR 24 2011

MDUSD

WINE VALLEY CATERING  
TREASURE ISLAND

1 AVENUE OF THE PLAMS, SUITE 201, SAN FRANCISCO, CA 94130  
phone:415-274-2013  
fax:415-274-2043

Client: College Park High School  
Date of Event: Saturday, 5/21/2011  
Account #: A04652  
Event #: E13501

Event timeline:

- 2/3/2010 Venue confirmation:  
Reservation check received and confirmation sent.
- 2/3/2011 Catering confirmation:  
Reservation check received and confirmation sent.
- 2/3/2011 Dance floor rental
- 2/22/2011 Allegra Entertainment booked
- Classic Party Rentals furniture booked (5/20/2010 2:00 pm –  
5/22/2010 9:00)
- 6:00 5/21/2010 Set up
- 12:00 5/21/2010 Take down
- 6:00 WVC staff arrives
- 8:00 Guests arrive
- 11:30pm Guests depart



# Facility Contract

Client/Organization College Park High School	Event Date 5/21/2011 (Sat)	Telephone (925) 682-7670	Fax ( ) -	Event # E13502
Address 201 Viking Drive, Pleasant Hill, CA 94523		Booking Contact	Booking Email	Guests 400 (Pln)
Party Name College Park Rental	Category Site Fee	Sales Rep Lynn Box	Account # A04652	

### SITE LOCATION

Site Name	Site Address
Treasure Island-Pavilion By The I	291 Avenue of the Palms, San Francisco, Ca 94130

### BANQUET TIMES

Banquet Room	Setup Style	Start	End
Pavilion by the Bay	Social	6:00 pm	10:00 am

Subtotal	5,500.00	Paid	0.00	Pay Method	Card Number
Tax (9.5%)	0.00	Balance	5,500.00	Card Type	Approval
Serv Chg (20%)	0.00			Card Holder	Expires
Total Value	5,500.00			Signature	

### PAYMENTS MADE

Payment	Date	Method	Expires	Card Type	Card Number	Rev Code
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WVC Refers to Wine Valley Catering

WVC and the Treasure Island Development Authority are NOT RESPONSIBLE for any items left unattended in the facilities.

### GUIDLINES

- Application Procedure:** Submit the Facility Use Application with required reservation deposit no later than 30 days prior to proposed event. DATES AND VENUES ARE NOT RESERVED UNTIL WINE VALLEY CATERING (WVC) ISSUES A WRITTEN RESERVATION CONFIRMATION. Please note that Treasure Island and Yerba Buena Island remain the property of the United States Navy and use of all facilities leased by the Treasure Island Development Authority is subject to Navy approval.
- Non Discrimination:** Applications will be processed without discrimination with regard to race, color, creed, religion, ethnicity, national origin, ancestry, age, sex, gender identity, sexual orientation, domestic partner status, marital status, HIV status, political affiliation, disability, weight, height, or any other grounds prohibited by law.
- Reservation Confirmation:** No facility can be reserved more than 365 days in advance. Applicants will be notified within ten working days if a reservation request has been approved or denied. If a reservation is awarded, the reservation check will be deposited and a Reservation Confirmation will be mailed to the Applicant. Deposit checks for reservations that have been declined will be returned to the Applicant.
- Site Reservation Fees:** Site Reservation Fee equal to 100% of the base rental fee is required before a Reservation Confirmation can be issued. Deposits can be made by check only, payable to WINE VALLEY CATERING. NO RIGHT TO USE ANY VENUE ON TREASURE ISLAND SHALL ARISE UNLESS AND UNTIL THIS CONTRACT HAS BEEN SIGNED BY WVC AND THE APPLICANT.
- Non-Profit Rate:** Under TIDA guidelines, there is a discounted rate for Non Profit entities. Entities with a 501c(3) status are eligible to receive a 20% discount from the Standard Base Rental Rate for each venue, exclusive of the Pavilion of the Bay. A request for the Non-Profit Rate must be made at the time of application. A written request, along with verification of the 501c(3)

status, must be submitted with the Facility Use Application and deposit. The Non-Profit Rate does not apply to individual use for weddings, parties, or any type of private party.

**6. Military Discount:** Under TIDA guidelines, there is a discounted rate for the Military Service Personnel.. Eligible Military Personnel will receive a 20% discount from the Standard Base Rental Rate for each venue, exclusive of the Pavilion by the Bay. A request for the Military Discount must be made at the time of application. A written request, along with a copy of verification of military service, must be submitted with the Facility Use Application and deposit. Eligibility includes:

1. Any active Military Personnel with current Active Duty Service Identification Card or a Reservist Identification Card
2. Any veteran with Separation or Expiration of Military Service Documents (i.e. DD-214).
3. Any member of the immediate family of Military Personnel

**7. Liability Insurance:** Individuals hosting weddings, domestic ceremonies, and private events are required to obtain an Insurance Addendum for the property 30 days prior to the event. Coverage must be for a minimum of one million dollars, \$1,000,000.00. WVC requires that all entities renting Treasure Island facilities provide General Liability Insurance naming; *Wine Valley Catering, the Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents*, as additional insured. **An endorsement is required.**

**8. Cancellations and Changes:** **Site Rental Fees are non-refundable.** In the event of a cancellation or postponement, the site rental fee may be applied to a future site rental within one year of the cancellation date.

**9. Publicity:** Any publicity issued by the Applicant before the contract has been fully executed and approved by WVC is done so at the Applicant's own risk. The United States Navy prohibits advertising prior to an event's approval.

**10. Parking and Traffic Management:** Each venue rental includes a designated number of parking spaces. Additional parking spaces and lots are available. Please discuss any additional parking needs with WVC. To reduce private automobile use, for any event with over 400 attendees or 200 vehicles, Applicant must develop a detailed transportation plan with WVC. The plan should include the expected attendance numbers, an event time line with set up and breakdown schedules, measures to reduce private automobile use for Island access such as shuttle buses, and traffic management plans including staffing, parking charges, and parking restrictions. Such plans must be submitted to WVC at least 30 days prior to the scheduled event for approval by TIDA and the San Francisco Police Department.

**11. Additional Fees & Requirements:** Depending on event size and nature, approval may be conditioned upon additional requirements. These requirements include but are not limited to: provision of debris boxes, chemical toilet units, bus or shuttle service, auxiliary parking, emergency medical personnel and vehicles, traffic control, landscape maintenance, additional staff, and police and security personnel. Applicant shall install and maintain such requirements at Applicant's expense. Any additional requirements will be set forth in full to Applicant upon approval. There is a maintenance fee of \$350.00 (three hundred and fifty dollars), and a Facility Manager fee of \$350.00 (three hundred and fifty dollars) that is applied to each event.

**12. Special Permits:** Applicant is required to secure all necessary permits through WVC, which may include: Loudspeaker and Itinerant Show permits issued by the San Francisco Entertainment Commission, Open Flame, Tent, Propane, or Pyrotechnics permits issued by the San Francisco Fire Department, electrical permits issued by the Department of Building Inspection, food sale permits issued by the San Francisco Department of Health, and alcohol sale permits issued by the California Alcohol Beverage Control Board.

## RULES AND REGULATIONS

**1. Catering Provisions:** Catering must be provided by Wine Valley Catering. A "Buy Out" schedule is in place should Applicant desire the use of a catering company other than WVC.

**2. Access:** Venues are available for rent between the hours of 8AM and 2AM, including all load-in, load-out, set-up, and breakdown. **All events must end no later than 2:00AM.**

Hours specified in the contract are the ONLY hours Applicant and/or designated representatives and vendors can be on the grounds of or in the buildings on Treasure Island. An event time line, done in collaboration with WVC, is required two weeks prior to any event, including set-up and breakdown schedules and a list of vendors that will require access to the facilities.

Rental hours outlined in the contract specify when guests/vendors will be present. Event breakdown and facility access must end at the time designated in the contract. Additional hours are an additional fee and must have prior written approval by WVC. Occupancy fees incurred for use beyond the rental period will be deducted from the venue deposit or billed to Applicant.

**3. Set-Up and Breakdown:** WVC is responsible for all set-up and breakdown, and for proper movement and storage of all equipment items. Protection and care are required on marble and tile floors and walls. Carts and dollies with rubber wheels must be used to prevent damage to floors and carpets.

**4. Rental Delivery and Pickup:** **All rentals must be secured and handled by WVC unless there is a venue buyout.** All rental delivery and pick up must be same day, within the rental period specified in the contract, unless otherwise arranged with WVC prior to event. Any rental items left in the facilities outside of the rental period without pre-approval by WVC will incur an additional charge that will be deducted from the venue deposit or billed to Applicant. No exception to the venue buyout .

Any equipment (tables, dishes, linens, etc.), provided by any vendor other than WVC, approved for next day pick-up must be broken down, stacked, and prepared for pick-up immediately following event. Tableware, glassware, and dishes must be thoroughly rinsed for overnight storage. **In the event of a venue buyout... Rentals for the Pavilion by the Bay must be secured through Classic Party Rentals, 1635 Rollins Road, Suite A, Burlingame, CA 94010 Phone: 650-652-0400. Rentals for Casa de la Vista, and The Library must be secured through Blue Water Party Rentals, 870 Mahler Road, Burlingame, CA 94010 Phone: 650-875-1144.**

Any rental items left in storage is done so at the Applicant's own risk. WVC and the Treasure Island Development Authority are NOT RESPONSIBLE for any items left in the facilities.

5. **Dance Floor, Music Band & Lighting Requirement**: Treasure Island does not provide a dance floor, but does require one for all venues if dancing will take place during the event. The dance floor must be provided by WVC through a licensed and insured party rental vendor. A copy of such license and insurance is required.

A generator is required for a Musical Band of 5 pieces or more as well as in case of using Lighting for Casa de la Vista.

6. **Treasure Island property (chairs, tables, etc.) may not be used outside.**

7. **Smoking**: Smoking is not permitted inside any facility.

8. **Items Not Permitted on Premises**: This list includes, but is not limited to the following: Bottled gas in any form, "fog" or "smoke" producing equipment, rice for throwing, confetti or glitter, torches or luminaries, fireworks of any kind, including sparklers and fire crackers, and guns or weapons of any kind.

**Applicant shall not use tape, staples, tacks, screws, or nails to affix any materials to Treasure Island equipment, including, but not limited to, walls, doors, tables, chairs, pews, etc.**

9. **Kitchen/Prep Room**: No disposal of food items, grease, coffee grounds, etc. in kitchen or prep room sinks is allowed.

10. **Garbage**: WVC is responsible for removal of all ice and garbage at the conclusion of the event.

11. **Decorations**: All decorations must be removed immediately after event. WVC and the Treasure Island Development Authority are NOT RESPONSIBLE for any items left in the facilities.

**No tape, staples, tacks, screws, or nails may be affixed to any Treasure Island equipment, including, but not limited to, walls, doors, tables, chairs, pews, etc.** Rice, confetti, and rose petals create a safety hazard. We ask that you inform your guests that none of these be thrown inside or outside of any facility.

12. **Use of Candles, Open Flame, and Other Fire Producing/Heating Mechanisms**: Applicant and its vendors should not use or bring onto the premises any form of bottled gas. Propane heat lamps require an LPG Permit through the San Francisco Fire Department, as well as a Fire Watch. Candles may be used only with candle holders meeting specifications of the San Francisco Fire Code (i.e. candle holders must extend at least 2" above the flame).

13. **Signs**: No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the buildings or elsewhere on the Property, without prior written approval of WVC and the Treasure Island Development Authority. Such approved signs must be removed at the termination of the designated rental period, or at the request of WVC and/or the Treasure Island Development Authority.

14. **Tents**: All tents must be certified to withstand 70 mph winds and installed according to manufacturers instructions. Applicant must obtain a tent permit through the San Francisco Fire Department for any tent over 200 square feet. Applicant must also obtain an Excavation Permit from the Public Utilities Commission. All tents and heating devices must comply with fire and life safety regulations and must be inspected and approved by the San Francisco Fire Department Inspector. Any holes created by tent stakes must be filled immediately after breakdown. The Premises must be swept thoroughly of all tent debris (screws, nails, rope, zip-ties, etc.) after tent breakdown.

15. **Insurance**: Individuals hosting weddings, domestic ceremonies, and private events are required to purchase liability insurance coverage which will satisfy the insurance requirements set forth in the contract. Reasonably priced "per event" liability insurance from Scottsdale Insurance Company, may be secured through the Treasure Island Development Authority. See Event Venue Rate Schedule for prices.

Commercial General Liability Insurance with limits not less than \$1,000,000 is required. A certificate of General Liability Insurance is required thirty (30) days before the event and must cover the entire time period that Applicant will be using Premises, including set-up, breakdown, and rehearsal. WVC, the Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents, must be named as additional insured. An endorsement is required.

Wine Valley Catering: \_\_\_\_\_ Date \_\_\_\_\_



Client: \_\_\_\_\_ Date \_\_\_\_\_



# Catering Contract

Client/Organization College Park High School	Event Date 5/21/2011 (Sat)	Telephone (925) 682-7670	Fax ( ) -	Event # E13501
Address 201 Viking Drive, Pleasant Hill, CA 94523		Booking Contact	Site Contact	Guests 400 (Pln)
Party Name College Park Prom	Theme Dessert Buffet	Sales Rep Lynn Box	Category Social	

### SITE LOCATION

Site Name	Site Address
Treasure Island-Pavilion By The I	291 Avenue of the Palms, San Francisco, Ca 94130

### BANQUET TIMES

Date	Setup Style	Depart	Arrive	Recep	Serve	Type
5/21/2011 (Sat)		4:00 pm	6:00 pm	8:00 pm	8:00 pm	

### FOOD/SERVICE ITEMS

Food/Service Items	Price	Qty	Total
CHOCOLATE FOUNTAIN (2) 3 Tier			
Chocolate Fountain with Flowing Layers of Semi Sweet AND	375.00	1	375.00
Chocolate Fountain with Flowing Layers of White Chocolate	375.00	1	375.00
With Dipping Items to Include: Pretzel Rods, Marshmallows, Pineapple Chucks,	7.75	400	3,100.00
Fresh Strawberries, Mini Rice Crispy Squares, Oreo Cookies			
Non-Profit Discount 20%	(1.55)	400	(620.00)
*****			
CHEESE AND CRACKERS DISPLAY	7.75	400	3,100.00
DISCOUNT 20%	(1.55)	400	(620.00)
Cubes of Cheddar, Mozzarella and Pepper Jack Cheeses with			
Assorted Gourmet Crackers			
*****			
BEVERAGE STATION	6.50	400	2,600.00
Tropical Beverages			
Sodas, Water and Ice			
*****			
NO CHARGE ITEMS			
Site Inspection			
5% Extra Food			
*****			
San Francisco Fire Permit Assembly	270.00	1	270.00
Ice for chilling beverages - per pound	0.50	400	200.00
WVC Table and Chair Setup/Breakdown	1.50	400	600.00

4/24/2010 10:51 am

Wine Valley Catering

1 of 4

Wine Valley Catering  
 875 Sousa Lane, Napa, CA 94559 - Phone#: 707-256-2900 - Fax#: 707-256-2906  
 Treasure Island - 1 Avenue of the Palms, Suite 201, San Francisco, CA 94130 - Phone#: 415.274.2013 - Fax#: 415.274.2043  
[www.winevalleycatering.com](http://www.winevalleycatering.com)

Recycling Charge (Complimentary)	100.00		
Event Manager Required for all Events	39.95	8	319.60
Site Coordinator	350.00	1	350.00
6 hours included, beginning with WVC's arrival			
Catering Transportation (Complimentary)	100.00		
////////////////////////////////////			
<b>CLASSIC PARTY RENTALS</b>			
<b>SCHEDULE:</b>			
(All Rentals are Estimates until Site Visit and/or Meeting with Production)			
Delivery Date 5/20/Time 2PM Pick Up Date 5/22 Pick Up Time 9am			
Delivery Fee	200.00	1	200.00
Same Nigh Pick	225.00	1	225.00
Black w/ Black Padded Seat	3.10	100	310.00
<b>KIOSK TABLES</b>			
36" Round Table, 42" High for standing	9.00	15	135.00
<b>ROUND TABLES</b>			
48" Round for Chocolate Fountains	9.25	2	18.50
<b>BANQUET TABLES</b>			
8' Banquet (8 Food & Drink and 6 for Kitchen	8.75	8	70.00
<b>STANDARD LINEN SIZES</b>			
54" Square for Food Tables	6.50	6	39.00
132" Round	15.50	15	232.50
120" Round	11.50	10	115.00
8" Drape 90"X156"	16.50	8	132.00
DANCE FLOOR (48 Pieces)	1,500.00	1	1,500.00
<b>TRASH CANS</b>			
Trash Can, large	9.00	6	54.00
Trash Liners	0.50	24	12.00
<b>ALLEGRA ENTERTAINMENT AND EVENTS</b>			
Uplighting Package	3,200.00	1	3,200.00
Ceiling Wash and School Logos			
Generator			

**COMMENTS**

**Event Schedule**

6:00pm - WVC Staff arrives  
 8:00pm - Guest Arrive  
 1:00am - Anticipated departure of Guests

Subtotal	16,292.60	Paid	0.00	Pay Method	Card Number
Tax	0.00	Balance	18,831.20	Card Type	Approval
Service Charge	2,538.60			Card Holder	Expires
Total Value	18,831.20			Signature	

WVC Refers to Wine Valley Catering

WVC is NOT RESPONSIBLE for any items left unattended in the facilities.

#### CANCELLATION POLICY

If event is canceled within one hundred forty nine (149) days - client will forfeit fifty percent (50%) of event total; if event is canceled under fourteen (14) days - client will be billed the total event price. Under all circumstances in the event of a cancellation, WVC will credit the client with an event of equal to fifty percent (50%) of monies collected, to take place within one year from the cancelled date.

#### PAYMENT REQUIREMENTS

A non-refundable two thousand dollars (\$2,000) deposit or a 50% deposit and signed contract will confirm catering event. A fifty percent (50%) of contract price is due one hundred fifty (150) days prior to event (note event date above). Payment in full is due ten (10) business days prior to event.

#### GUEST COUNT

A final guaranteed count is required fourteen (14) days prior to the function. A final invoice will be mailed/faxed at this time. This count will be used as a basis for purchasing, scheduling and preparation. Thereafter, the number may be increased at the quoted rate per person, but not decreased. An increase in excess of ten percent (10%) may incur additional costs caused by special orders or higher labor costs. In the event the guarantee count goes below twenty percent (20%) of the planned count, prices are subject to change. In the event the client fails to notify WVC of the fourteen (14) day count, WVC will consider the planned number of guests indicated on the contract as the final guarantee and charge accordingly.

#### SERVICE CHARGES

There is a Service Charge of Twenty percent (20%) on food, beverage, rentals, and any outside vendors.

#### TRANSPORTATION CHARGE

There is a \$100.00 transportation charge to all events.

#### GUIDELINES

- \* Due to rain or heat WVC reserves the right to rent tents/canopies, at the clients expense, for the kitchen area.
  - \* Minimum set forth below include food cost, food service charge and food tax. Weddings: Friday, Saturday and Sunday \$8,500.00. Corporate: Saturdays \$5,500.00; Social: Saturday \$6,500.00, Sunday thru Friday \$3,500.00.
  - \* Staffing for an event includes six (6) hours of on site time beginning with WVC staff arrival. Additional Over Time Labor Charges will occur after a six hour period at a rate of Thirty Nine Dollars and Seventy Five Cents (\$39.75) per hour per staff member.
  - \* If additional costs are incurred after final invoice has been mailed/faxed and/or paid, any incidentals will be charged to the credit card on file.
  - \* If applicable, wedding cakes provided by WVC may incur a possible delivery charge depending on site location.
  - \* If applicable, tables, chairs, and glassware will be supplied at rental cost. Rental prices are quoted at current prices, if the rental company changes prices-WVC will charge accordingly.
  - \* There will be additional charges for set-up, breakdown or movement of tables and chairs.
  - \* Rental Delivery and Pickup on **Treasure Island: All rentals must go through and handled by WVC unless there is a venue buyout on TI.** All rental delivery and pick up must be same day, within the rental period specified in the contract, unless otherwise arranged with WVC prior to event. Any rental items left in the facilities outside of the rental period without pre-approval by WVC will incur an additional charge that will be deducted from the venue deposit or billed to Applicant. No exception to the venue buyout. Any equipment (tables, dishes, linens, etc.), provided by any vendor other than WVC, approved for next day pick-up must be broken down, stacked, and prepared for pick-up immediately following event. Tableware, glassware, and dishes must be thoroughly rinsed for overnight storage.
- Any rental items left in storage is done so at the Applicant's own risk. WVC and the Treasure Island Development Authority are NOT RESPONSIBLE for any items left in the facilities.
- \* WVC reserves the right to ask for a photo I.D. of any guest being served alcohol. Under no circumstances will minors be served alcohol. If minors are being given alcohol by other guests, WVC reserves the right to stop all alcohol service.

- \* No vendors (band, photographers, etc.) will be fed unless prior arrangements have been made with WVC.
- \* Client shall indemnify, defend and hold WVC and its agents, contractors of employees, harmless from and against any and all claims, actions, damages and their successor and assigns and costs, including reasonable attorneys' fees, caused by or arising out of any act, negligence or omission of clients guest.
- \* Excused non-performance: If for any reason beyond its control, but not limited to acts of God, acts of war, accidents, government requisition, WVC is unable to perform its obligations under this agreement, such non-performance is excused and WVC may terminate this agreement without further liability of any nature, upon return of the clients deposit. In no event shall WVC be liable for consequential damages of any nature for any reason whatsoever.
- \* Due to the availability of product and fluctuating market conditions, Wine Valley Catering reserves the right to substitute product or adjust price accordingly. Should this situation arise the client will be contacted.

Wine Valley Catering: \_\_\_\_\_ Date \_\_\_\_\_

Client: \_\_\_\_\_ Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

OP IDCZ  
WINEV-3

DATE (MM/DD/YYYY)

06/11/10

**PRODUCER**  
NorthWest Insurance Agency-N  
Agency License #0580581  
1754 Second Street, Suite B  
Napa CA 94559  
Phone: 707-255-7203 Fax: 707-255-3140

**INSURED**  
Wine Valley Inc.  
Peter & Lorene McCaffrey  
875 Sousa Lane  
Napa CA 94559

**THIS CERTIFICATE 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.**

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A:	Travelers	36161
INSURER B:	Star Insurance Company	
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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	I6801934L721	05/29/10	05/29/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor 1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> A/V AUTO <input type="checkbox"/> AL. OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA-3671M03A-10-SEL	05/29/10	05/29/11	COMBINED SINGLE LIM <sup>1</sup> (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY <sup>2</sup> (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				W/C STATUS: <input checked="" type="checkbox"/> W/ST/ <input type="checkbox"/> W/OST/ <input type="checkbox"/> CTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WCMSTR0505167	07/29/09	07/29/10	
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate issued as evidence of insurance.

**CERTIFICATE HOLDER**

MMM-01

Mt. Diablo Unifies School  
1936 Carlotta Dr.  
Concord CA 94519

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.





**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 Wine Valley Inc  
 Business name, if different from above  
Wine Valley Catering

Check appropriate box:  Individual/ Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
875 Souza Lane

City, state, and ZIP code  
Napa, CA 94559

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. 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.

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

Social security number  
 | | + | | | | |  
 or  
 Employer identification number  
68-0131911-452

**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. person (including a U.S. resident alien).

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 [Signature] Date 2/20/2009

**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.

**U.S. person.** 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.

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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



*Facility Contract*

Client/Organization College Park High School	Event Date 5/21/2011 (Sat)	Telephone (925) 682-7670	Fax ( ) -	Event # E13502
Address 201 Viking Drive		Booking Contact	Booking Email	Guests 400 (Pin)
Party Name College Park Rental	Category Site Fee	Sales Rep Lynn Box	Account # A04652	

**SITE LOCATION**

Site Name	Site Address
Treasure Island-Pavilion By The	291 Avenue of the Palms, San Francisco, Ca 94130

**BANQUET TIMES**

Banquet Room	Setup Style	Start	End
Pavilion by the Bay	Social	6:00 pm	12:01 am

**COMMENTS**

***VENUE IS SECURED FOR PROM ON  
MAY 21, 2011***

Subtotal	5,500.00	Paid	2,750.00	Pay Method	Card Number
Tax (9.5%)	0.00	Balance	2,750.00	Card Type	
Serv Chg (20%)	0.00			Card Holder	Expires
Total Value	5,500.00			Signature	

**PAYMENTS MADE**

Payment	Date	Method	Expires	Card Type	Card Number	Rev Code
2,750.00	1/19/2011	Check				

**WVC Refers to Wine Valley Catering**

WVC and the Treasure Island Development Authority are NOT RESPONSIBLE for any items left unattended in the facilities.

**GUIDLINES**

- Application Procedure:** Submit the Facility Use Application with required reservation deposit no later than 30 days prior to proposed event. DATES AND VENUES ARE NOT RESERVED UNTIL WINE VALLEY CATERING (WVC) ISSUES A WRITTEN RESERVATION CONFIRMATION. Please note that Treasure Island and Yerba Buena Island remain the property of the United States Navy and use of all facilities leased by the Treasure Island Development Authority is subject to Navy approval.
- Non Discrimination:** Applications will be processed without discrimination with regard to race, color, creed, religion, ethnicity, national origin, ancestry, age, sex, gender identity, sexual orientation, domestic partner status, marital status, HIV status, political affiliation, disability, weight, height, or any other grounds prohibited by law.
- Reservation Confirmation:** No facility can be reserved more than 365 days in advance. Applicants will be notified within ten

working days if a reservation request has been approved or denied. If a reservation is awarded, the reservation check will be deposited and a Reservation Confirmation will be mailed to the Applicant. Deposit checks for reservations that have been declined will be returned to the Applicant.

**4. Site Reservation Fees:** Site Reservation Fee equal to 100% of the base rental fee is required before a Reservation Confirmation can be issued. Deposits can be made by check only, payable to WINE VALLEY CATERING. NO RIGHT TO USE ANY VENUE ON TREASURE ISLAND SHALL ARISE UNLESS AND UNTIL THIS CONTRACT HAS BEEN SIGNED BY WVC AND THE APPLICANT.

**5. Non-Profit Rate:** Under TIDA guidelines, there is a discounted rate for Non Profit entities. Entities with a 501c(3) status are eligible to receive a 20% discount from the Standard Base Rental Rate for each venue, exclusive of the Pavilion of the Bay. A request for the Non-Profit Rate must be made at the time of application. A written request, along with verification of the 501c(3) status, must be submitted with the Facility Use Application and deposit. The Non-Profit Rate does not apply to individual use for weddings, parties, or any type of private party.

**6. Military Discount:** Under TIDA guidelines, there is a discounted rate for the Military Service Personnel. Eligible Military Personnel will receive a **20% discount Sunday - Thursday** on the Facility from the Standard Base Rental Rate for each venue, exclusive of the Pavilion by the Bay (after proper documentation has been received). A request for the Military Discount must be made at the time of application. A written request, along with a copy of verification of military service, must be submitted with the Facility Use Application and deposit. Eligibility includes:

1. Any active Military Personnel with current Active Duty Service Identification Card or a Reservist Identification Card
2. Any veteran with Separation or Expiration of Military Service Documents (i.e. DD-214).
3. Any member of the immediate family of Military Personnel \* Immediate family includes bride and groom or parents of the bride and groom.

**7. Liability Insurance:** Individuals hosting weddings, domestic ceremonies, and private events are required to obtain an Insurance Addendum for the property 30 days prior to the event. Coverage must be for a minimum of one million dollars, \$1,000,000.00. WVC requires that all entities renting Treasure Island facilities provide General Liability Insurance naming; *Wine Valley Catering, the Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents*, as additional insured. An endorsement is required.

**8. Cancellations and Changes:** **Site Rental Fees are non-refundable.** In the event of a cancellation or postponement, the site rental fee may be applied to a future site rental within one year of the cancellation date.

**9. Publicity:** Any publicity issued by the Applicant before the contract has been fully executed and approved by WVC is done so at the Applicant's own risk. The United States Navy prohibits advertising prior to an event's approval.

**10. Parking and Traffic Management:** Each venue rental includes a designated number of parking spaces. Additional parking spaces and lots are available. Please discuss any additional parking needs with WVC. To reduce private automobile use, for any event with over 400 attendees or 200 vehicles, Applicant must develop a detailed transportation plan with WVC. The plan should include the expected attendance numbers, an event time line with set up and breakdown schedules, measures to reduce private automobile use for Island access such as shuttle buses, and traffic management plans including staffing, parking charges, and parking restrictions. Such plans must be submitted to WVC at least 30 days prior to the scheduled event for approval by TIDA and the San Francisco Police Department.

**11. Additional Fees & Requirements:** Depending on event size and nature, approval may be conditioned upon additional requirements. These requirements include but are not limited to: provision of debris boxes, chemical toilet units, bus or shuttle service, auxiliary parking, emergency medical personnel and vehicles, traffic control, landscape maintenance, additional staff, and police and security personnel. Applicant shall install and maintain such requirements at Applicant's expense. Any additional requirements will be set forth in full to Applicant upon approval. There is a maintenance or cleaning fee of \$350.00 (three hundred and fifty dollars), and a Facility Manager fee of \$350.00 (three hundred and fifty dollars) that is applied to each event.

**12. Special Permits:** Applicant is required to secure all necessary permits through WVC, which may include: Loudspeaker and Itinerant Show permits issued by the San Francisco Entertainment Commission, Open Flame, Tent, Propane, or Pyrotechnics permits issued by the San Francisco Fire Department, electrical permits issued by the Department of Building Inspection, food sale permits issued by the San Francisco Department of Health, and alcohol sale permits issued by the California Alcohol Beverage Control Board.

## RULES AND REGULATIONS

1. **Catering Provisions:** Catering must be provided by Wine Valley Catering. A "Buy Out" schedule is in place should Applicant desire the use of a catering company other than WVC.  
All hard alcohol beverage service for Casa de la Vista, Building 1, Fogwatch and Pavilion by the Bay must be contracted thru Best Beverage Catering (BBC), 540 Barneveld Avenue, Suite K, San Francisco, CA 94124 - Ph#: 415-642-2410
2. **Access:** Venues are available for rent between the hours of 8AM and 2AM, including all load-in, load-out, set-up, and breakdown. **All events must end no later than 2:00AM.**  
Hours specified in the contract are the ONLY hours Applicant and/or designated representatives and vendors can be on the grounds of or in the buildings on Treasure Island. An event time line, done in collaboration with WVC, is required two weeks prior to any event, including set-up and breakdown schedules and a list of vendors that will require access to the facilities.  
Rental hours outlined in the contract specify when guests/vendors will be present. Event breakdown and facility access must end at the time designated in the contract. Additional hours are an additional fee and must have prior written approval by WVC. Occupancy fees incurred for use beyond the rental period will be deducted from the venue deposit or billed to Applicant.
3. **Set -Up and Breakdown:** WVC is responsible for all set-up and breakdown, and for proper movement and storage of all equipment items. Protection and care are required on marble and tile floors and walls. Carts and dollies with rubber wheels must be used to prevent damage to floors and carpets.
4. **Rental Delivery and Pickup:** All rentals must be secured and handled by WVC unless there is a venue buyout. All rental delivery and pick up must be same day, within the rental period specified in the contract, unless otherwise arranged with WVC prior to event. Any rental items left in the facilities outside of the rental period without pre-approval by WVC will incur an additional charge that will be deducted from the venue deposit or billed to Applicant. No exception to the venue buyout .  
Any equipment (tables, dishes, linens, etc.), provided by any vendor other than WVC, approved for next day pick-up must be broken down, stacked, and prepared for pick-up immediately following event. Tableware, glassware, and dishes must be thoroughly rinsed for overnight storage. **In the event of a venue buyout... Rentals for the Pavilion by the Bay must be secured through Classic Party Rentals, 1635 Rollins Road, Suite A, Burlingame, CA 94010 Phone: 650-652-0400. Rentals for Casa de la Vista, and Building One must be secured through Blue Water Party Rentals, 870 Mahler Road, Burlingame, CA 94010 Phone: 650-875-1144.**  
Any rental items left in storage is done so at the Applicant's own risk. WVC and the Treasure Island Development Authority are NOT RESPONSIBLE for any items left in the facilities.
5. **Dance Floor, Music Band & Lighting Requirement:** Treasure Island does not provide a dance floor, but does require one for all venues if dancing will take place during the event. The dance floor must be provided by WVC through a licensed and insured party rental vendor. A copy of such license and insurance is required.  
A generator is required for a Musical Band of 5 pieces or more as well as in case of using Lighting for Casa de la Vista.
6. **Treasure Island property (chairs, tables, etc.) may not be used outside.**
7. **Smoking:** Smoking is not permitted inside any facility.
8. **Items Not Permitted on Premises:** This list includes, but is not limited to the following: Bottled gas in any form, "fog" or "smoke" producing equipment, rice for throwing, confetti or glitter, torches or luminaries, fireworks of any kind, including sparklers and fire crackers, and guns or weapons of any kind.  
**Applicant shall not use tape, staples, tacks, screws, or nails to affix any materials to Treasure Island equipment, including, but not limited to, walls, doors, tables, chairs, pews, etc.**
9. **Kitchen/Prep Room:** No disposal of food items, grease, coffee grounds, etc. in kitchen or prep room sinks is allowed.
10. **Garbage:** WVC is responsible for removal of all ice and garbage at the conclusion of the event.
11. **Decorations:** All decorations must be removed immediately after event. **WVC and the Treasure Island Development Authority are NOT RESPONSIBLE for any items left in the facilities.**  
**No tape, staples, tacks, screws, or nails may be affixed to any Treasure Island equipment, including, but not limited to, walls, doors, tables, chairs, pews, etc.** Rice, confetti, and rose petals create a safety hazard. We ask that you inform your guests that none of these be thrown inside or outside of any facility.
12. **Use of Candles, Open Flame, and Other Fire Producing/Heating Mechanisms:** Applicant and its vendors should not use or bring onto the premises any form of bottled gas. Propane heat lamps require an LPG Permit through the San Francisco Fire Department, as well as a Fire Watch. Candles may be used only with candle holders meeting specifications of the San Francisco Fire Code (i.e. candle holders must extend at least 2" above the flame).

13. **Signs:** No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the buildings or elsewhere on the Property, without prior written approval of WVC and the Treasure Island Development Authority. Such approved signs must be removed at the termination of the designated rental period, or at the request of WVC and/or the Treasure Island Development Authority.

14. **Tents:** All tents must be certified to withstand 70 mph winds and installed according to manufacturers instructions. Applicant must obtain a tent permit through the San Francisco Fire Department for any tent over 200 square feet. Applicant must also obtain an Excavation Permit from the Public Utilities Commission. All tents and heating devices must comply with fire and life safety regulations and must be inspected and approved by the San Francisco Fire Department Inspector. Any holes created by tent stakes must be filled immediately after breakdown. The Premises must be swept thoroughly of all tent debris (screws, nails, rope, zip-ties, etc.) after tent breakdown.

15. **Insurance:** Individuals hosting weddings, domestic ceremonies, and private events are required to purchase liability insurance coverage which will satisfy the insurance requirements set forth in the contract. Reasonably priced "per event" liability insurance from Scottsdale Insurance Company, may be secured through the Treasure Island Development Authority. See Event Venue Rate Schedule for prices.

Commercial General Liability Insurance with limits not less than \$1,000,000 is required. A certificate of General Liability Insurance is required thirty (30) days before the event and must cover the entire time period that Applicant will be using Premises, including set-up, breakdown, and rehearsal. WVC, the Treasure Island Development Authority, City and County of San Francisco, United States of America, acting by and through the Department of the Navy, and their officers, directors, employees and agents, must be named as additional insured. An endorsement is required.

Wine Valley Catering: \_\_\_\_\_ Date \_\_\_\_\_

Client: \_\_\_\_\_ Date \_\_\_\_\_



Catering Contract  
Confirmation.  
Deposit Received.

Client/Organization College Park High School	Event Date 5/21/2011 (Sat)	Telephone (925) 682-7670	Fax ( ) -	Event # E13501
Address 201 Viking Drive		Booking Contact	Site Contact	Guests 400 (Pln)
Party Name College Park Prom	Theme Dessert Buffet	Sales Rep Lynn Box	Category Social	

**SITE LOCATION**

Site Name	Site Address
Treasure Island-Pavilion By The	291 Avenue of the Palms, San Francisco, Ca 94130

**BANQUET TIMES**

Date	Setup Style	Depart	Arrive	Recep	Serve	Type
5/21/2011 (Sat)		4:00 pm	6:00 pm	8:00 pm	8:00 pm	

**FOOD/SERVICE ITEMS**

Food/Service Items	Price	Qty	Total
CHOCOLATE FOUNTAIN (2) 3 Tier			
Chocolate Fountain with Flowing Layers of Semi Sweet AND	375.00	1	375.00
Chocolate Fountain with Flowing Layers of White Chocolate	375.00	1	375.00
With Dipping Items to Include: Pretzel Rods, Marshmallows, Pineapple Chucks,	7.75	400	3,100.00
Fresh Strawberries, Mini Rice Crsipy Squares, Oreo Cookies			
Non-Profit Discount 20%	-1.55	400	-620.00
*****			
CHEESE AND CRACKERS DISPLAY	7.75	400	3,100.00
DISCOUNT 20%	-1.55	400	-620.00
Cubes of Cheddar, Mozzarella and Pepper Jack Cheeses with			
Assorted Gourmet Crackers			
*****			
BEVL RAGE STATION	6.50	400	2,600.00
Sodas, Water and Ice			
*****			
NO CHARGE ITEMS			
Site Inspection			
5% Extra Food			
*****			
San Francisco Fire Permit Assembly	270.00	1	270.00
Ice for chilling beverages - per pound	0.50	400	200.00
WVC Table and Chair Setup/Breakdown	1.50	400	600.00
Recycling Charge (Complimentary)	100.00		
Event Manager Required for all Events	39.95	8	319.60

2/3/2011 03:14 pm

Wine Valley Catering

1 of 4

Wine Valley Catering

875 Sousa Lane, Napa, CA 94559 - Phone#: 707-256-2900 - Fax#: 707-256-2906

Treasure Island - 1 Avenue of the Palms, Suite 201, San Francisco, CA 94130 - Phone#: 415.274.2013 - Fax#: 415.274.2043

www.winevalleycatering.com

Site Coordinator	350.00	1	350.00
6 hours included, beginning with WVC's arrival			
Catering Transportation (Complimentary)	100.00		
////////////////////////////////////			
CLASSIC PARTY RENTALS			
SCHEDULE:			
(All Rentals are Estimates until Site Visit and/or Meeting with Production)			
Delivery Date 5/20/Time 2PM Pick Up Date 5/22 Pick Up Time 9am			
Delivery Fee	200.00	1	200.00
Same Nigh Pick	225.00	1	225.00
WOOD FOLDING CHAIRS			
Black w/ Black Padded Seat	3.10	100	310.00
KIOSK TABLES			
36" Round Table, 42" High for standing	9.00	15	135.00
ROUND TABLES			
	9.25	2	18.50
BANQUET TABLES			
8' Banquet (8 Food & Drink and 6 for Kitchen)	8.75	8	70.00
STANDARD LINEN SIZES			
54" Square for Food Tables	6.50	6	39.00
132" Round	15.50	15	232.50
120" Round	11.50	10	115.00
8" Drape 90"X156"	16.50	8	132.00
DANCE FLOOR (48 Pieces)	1,500.00	1	1,500.00
TRASH CANS			
Trash Can, large	9.00	6	54.00
Trash Liners	0.50	24	12.00
ALLEGRA ENTERTAINMENT AND EVENTS	3,200.00	1	3,200.00
Uplighting Package			
Ceiling Wash and School Logos			
Generator			

**COMMENTS**

**Event Schedule**

6:00pm - WVC Staff arrives  
 8:00pm - Guest Arrive  
 1:00am - Anticipated departure of Guests

Subtotal	16,292.60	Paid	2,000.00	Pay Method	Card Number
Tax	0.00	Balance	16,831.20	Card Type	
Service Charge	2,538.60			Card Holder	Expires
Total Value	18,831.20			Signature	

WVC Refers to Wine Valley Catering  
 WVC is NOT RESPONSIBLE for any items left unattended in the facilities.

**CANCELLATION POLICY**

If event is canceled within one hundred forty nine (149) days - client will forfeit fifty percent (50%) of event total; if event is canceled under fourteen (14) days - client will be billed the total event price. Under all circumstances in the event of a cancellation,

WVC will credit the client with an event of equal to fifty percent (50%) of monies collected, to take place within one year from the cancelled date.

#### PAYMENT REQUIREMENTS

A non-refundable two thousand dollars (\$2,000) deposit or a 50% deposit and signed contract will confirm catering event.

A fifty percent (50%) of contract price is due one hundred fifty (150) days prior to event (note event date above).

Payment in full is due ten (10) business days prior to event.

#### GUEST COUNT

A final guaranteed count is required fourteen (14) days prior to the function. A final invoice will be mailed/faxed at this time. This count will be used as a basis for purchasing, scheduling and preparation. Thereafter, the number may be increased at the quoted rate per person, but not decreased. An increase in excess of ten percent (10%) may incur additional costs caused by special orders or higher labor costs. In the event the guarantee count goes below twenty percent (20%) of the planned count, prices are subject to change. In the event the client fails to notify WVC of the fourteen (14) day count, WVC will consider the planned number of guests indicated on the contract as the final guarantee and charge accordingly.

#### SERVICE CHARGES

There is a Service Charge of Twenty percent (20%) on food, beverage, rentals, and any outside vendors.

#### TRANSPORTATION CHARGE

There is a \$100.00 transportation charge to all events.

#### GUIDELINES

- \* All prices quoted are based on a 5% cash discount. Should you choose to use a credit card for payment and not take advantage of our discount, please add 5%.
- \* Due to rain or heat WVC reserves the right to rent tents/canopies, at the clients expense, for the kitchen area.
- \* Minimum set forth below include food cost, food service charge and food tax. Weddings: Friday, Saturday and Sunday \$8,500.00. Corporate: Saturdays \$5,500.00; Social: Saturday \$6,500.00, Sunday thru Friday \$3,500.00.
- \* Staffing for an event includes six (6) hours of on site time beginning with WVC staff arrival. Additional Over Time Labor Charges will occur after a six hour period at a rate of Thirty Nine Dollars and Seventy Five Cents (\$39.75) per hour per staff member.
- \* If additional costs are incurred after final invoice has been mailed/faxed and/or paid, any incidentals will be charged to the credit card on file.
- \* If applicable, wedding cakes provided by WVC may incur a possible delivery charge depending on site location.
- \* If applicable, all rentals will be supplied at rental cost. Rental prices are quoted at current prices, if the rental company changes prices-WVC will charge accordingly.
- \* There will be additional charges for set-up, breakdown or movement of tables and chairs.
- \* **All Rental Equipment on Treasure Island: All rentals must be contracted through WVC unless there is a venue buyout. (see below for buyout directives)** All rental delivery and pick up must be same day, within the rental period specified in the contract. Any rental items left in the facilities outside of the rental period without pre-approval by WVC will incur an additional charge. No exception to the venue buyout.
- Any rental items left in storage is done so at the Applicants own risk. WVC and the Treasure Island Development Authority are NOT RESPONSIBLE for any items left in the facilities.
- \* **In the event of a venue buyout...Rentals for the Pavilion by the Bay must be secured through Classic Party Rentals, 1635 Rollins Road, Suite A, Burlingame, CA 94010. Phone: 650-652-0300. Rentals for Casa de la Vista must be secured through Blue Water Party Rentals, 870 Mahler Road, Burlingame, CA 94010. Phone: 650-875-1144.**
- \* WVC reserves the right to ask for a photo I.D. of any guest being served alcohol. Under no circumstances will minors be served alcohol. If minors are being given alcohol by other guests, WVC reserves the right to stop all alcohol service.
- \* No vendors (band, photographers, etc.) will be fed unless prior arrangements have been made with WVC.
- \* Client shall indemnify, defend and hold WVC and its agents, contractors of employees, harmless from and against any and all claims, actions, damages and their successor and assigns and costs, including reasonable attorneys' fees, caused by or arising out of



any act, negligence or omission of clients guest.

\* Excused non-performance: If for any reason beyond its control, but not limited to acts of God, acts of war, accidents, government requisition, WVC is unable to perform its obligations under this agreement, such non-performance is excused and WVC may terminate this agreement without further liability of any nature, upon return of the clients deposit. In no event shall WVC be liable for consequential damages of any nature for any reason whatsoever.

\* Due to the availability of product and fluctuating market conditions, Wine Valley Catering reserves the right to substitute product or adjust price accordingly. Should this situation arise the client will be contacted.

Wine Valley Catering: \_\_\_\_\_ Date \_\_\_\_\_

Client: \_\_\_\_\_ Date \_\_\_\_\_