Purchase Requisition # R 113558

2020 Juniar. Prom Scottish Rites Maran 14,2020

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive Concord, CA 94519

AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

District	(here	GREEMENT is made this 20th day of March 2019, by and between the Mt. Diablo Unified School Events To The 'T', Inc.						
(nerema	District	hereby engages Contractor to render services under the terms and conditions of this Agreement.						
1.		nance 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.	Compe basis:	nsation. District agrees to compensate Contractor for the performance of the services on the following 5800 our 358 358 5800 exceed \$ 40,000.00 for Services 358 388 388 40 - 9800 \$ 40,000.00						
	The bas	sis of the fee for Services shall be as follow \$						
		a. \$ per hour, \$\$ b. \$ per day, or BUDGET CODE(S) c. \$ 40,000,00 per engagement.						
	Check	One:						
		Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours						
	worked pursuant to this Agreement. 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.							
		<u>Payment in Full</u> : Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.						
	Contra	ctor shall be responsible for all expenses incurred in association with the performance of the Services.						
3.	will ter	and Termination. This Agreement will become effective on 3/20/19. This Agreement minate upon the completion of the Services or when terminated as set forth below.						
	Either party.	party may terminate this Agreement at any time by giving thirty (30) days written notice to the other Should either party default in the performance of this Agreement or materially breach any of its ons, the non-breaching party may terminate this Agreement by giving written notice to the breaching 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. <u>Rules and Regulations</u>. 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.
- 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. <u>Insurance</u>. 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.
- 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.

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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 <u>required</u> to waive or modify any Insurance requirements in this Agreement:							
Superintendent General Counsel							

- 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. <u>Notice</u>. 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 CONTRACTOR Tied School District Name: Events To The "T". Inc.

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

Attn: To Address: PC W

Events To The 'T', Inc.
Toby Proescher
PO Box 3440
Walnut Creek, CA 94598

Phone: 925.525.8629

Fax: 925.335.9797 Tax ID #: 33-1013077

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

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the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. <u>Entire Agreement of Parties</u>. 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. <u>California Law.</u> 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.

20 10 10 10 10 10 10 10 10 10 10 10 10 10		
MT. DIABLO UNIFIED SCHOOL DISTRICT	Name o	Events To The 'T', Inc. f Company/Organization or Independent Contractor/Consultant
By: M.M. Millest Signature of Principal/Budget Administrator Date	By:	Signature of Contractor/Consultant Dute
Title: Milliage Mahisty EdD, DNNu	All Title:	Toby Proescher CEO Print Name and Title
Authorized and Approved by:		
Superintendent or Designee	Date	
Prior to commencement of service, sign and forward	rd complete	d original contract to Fiscal Services.
Originator's Signature	Date	Site/Department Originating this Contract
Print Name of Originator and Title		
Billing Address if reimbursed by outside agency—i.e.	ASB, PTA,	PFC
		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

Prom event planning March 2019- Reserve Scottish Rite Center for NHS January 2020- Reserve DJ, Karaoke DJ, food/beverage

Payment Schedule: - Deposit schedule \$1,000.00 Now to reserve \$9,000.00 2/10/20 \$3,000.00 3/14/20 Purchase Requisition # R113958

EXHIBIT B Contractor REQUIRED to Complete CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District Consultant/Independent Contractor Agreement - Criminal Background Check

	akanimining antika						
Name	of Inde	pendent Consultant/Contractor:	Events To The 'T', Inc.				
			Prom event planning				
Service	es to be	e performed under the Agreement:					
School will be		tions where services med:	Scottish Rite Center, Oakland				
		to be paid by the District reement:	s 40,000.00				
Term o	of Agre	ement:					
	Check the applicable box(es) and fill in any blanks.						
1	V	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."

105	·	*	
Independent Contractor/Consul	tant Signature	Superintendent or Designee's Signature	
Toby Proescher	03/20/2019		
Print Name	Date	Print Name	Date
Independent Contractor/Consult	tant	Superintendent or Designee's Signature	

Events to the 'T' Inc

(925) 335-0633 Office PO Box 3440 (925) 525-8629 Cell Walnut Creek, CA 94598 (925) 335-9797 Fax www.SFproms.com **EVENT CONTRACT** This agreement is entered into on March 20, 2019 between EVENTS TO THE 'T' Inc. and NORTHGATE HIGH SCHOOL/MDUSD, Walnut Creek, California. THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES: 1. For the engagement described hereinafter Events To The 'T' Inc. will provide: -Scottish Rite Center: Fourth Floor -Food: TBD -Drinks: TBD -Entertainment: DJ TBD -Decorations: See Attached List -2M Insurance Policy Requirement -Seating: TBD -6 Facility Security Guards + 2 OPD Officers + 3 Private Balcony Guards -Facility Set-Up & Clean-Up -Coat Check Materials- NHS to Provide Staff -Events to the 'T' Inc. Manager 2. Event Location: Scottish Rite Center 1547 Lakeside Dr. Oakland, CA 94612 3. Date(s) / Time (s) of engagement: Saturday, March 14, 2020 4:00p.m. - 6:00p.m. Set-up 6:00p.m. -10:00p.m. Prom 4. Agreed upon compensation for engagement:

\$ 1,000.00 Deposit schedule: \$ 9,000.00

*Full contract price to be determined after walk through

\$13,000.00 Facility fee only

To Reserve 2/10/20 3/14/20

\$ 3,000.00 +additions



Events to the 'T' Inc

PO Box 3440 Walnut Creek, CA 94598 (925) 335-0633 Office (925) 525-8629 Cell (925) 335-9797 Fax

www.SFproms.com =

TERMS OF AGREEMENT

- 1) Events To The 'T' will act as your agent and book all requested vendors.
- Events To The 'T' will schedule all arrivals, handle all deposits and payments, and ensure all scheduled activities are approved by the event site.
- 3) In the event of sickness, accident, acts of god and/or other legitimate conditions beyond the above vendor's control, every effort will be made to find a replacement. Events To The 'T' and vendor's liability are limited to vendors price.
- 4) Client will assume full responsibility and liability for the conduct of his or her guests regarding theft or damage to any performers' equipment, or injury to any performer caused by intentional or negligent acts by clients or his or her guests.
- 5) No verbal agreement may amend this contract. If any legal action is necessary to enforce the terms of this agreement, Events To The 'T' will be entitled to reasonable collection fees.
- 6) Any deposits/balances unpaid after due date will accrue a 1.5% interest rate per month.
- 7) Lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment.

TERMINATION OF AGREEMENT

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

The undersigned, M. M. M. M. M. School/MDUSD hereby accepts and agrees to has signed below.	acting as an authorized agent of Northgate High the terms of the contract and as recognition thereof
Northquite High School (Name of Client)	MMSD 925-938-0900 (Area Code & Phone Number)
Mailing Address	Www.t. Creek CA 94598 (City) (State) (Zip)
W. Willit	5-6-19
(Signature of Client)	(Date)
Toby Proescher Toby Proescher Toby Obt. Cn.=Toby Proescher, 0, 0u, Cn.=Toby Proescher Toby Proesch	3/20/19
(Toby Proescher, Events to the 'T' Inc.)	(Date)

M13958

Events to the 'T' Inc.

Northern California's Largest School Event Planner SFproms.com for everything you need!

INVOICE

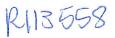
Please make deposits payable and remit to: Events To The 'T', Inc. PO Box 3440 Walnut Creek, CA 94598

Client Name:	Northgate High School	Event Date:	3/14/20	2520
Event Location:	Scottish Rite Center	Event Type:	Prom	. 2020

Date Due	Description	Amount Due	
Upon receipt	Initial Deposit	\$1,000.00	
	(Takal) (t	¢1,000,00	
	Total: \$	\$1,000.00	

Michael McAlister, Ed.D.

Principal, Northgate High School





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

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).									
- 2/4	DUCER	001110	J. (C)		CONTACT				
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA						NAME: PHONE (A/C, No, Ext): (888) 202-3007 (A/C, No):			
520 Madison Avenue						E-MAIL contact@biccov.com			
	nd Floor				ADDICEO.				NAIC#
	w York, NY 10022				INCLIDE	RA: Hiscox			10200
	JRED				INSURE			mpany me	
	Events To The 'T', Inc.								
	2754 Venado Camino				INSURER C:				
	2.5, 16,125 62,1111				INSURER D : INSURER E :				
	Walnut Creek			CA 94598	INSURE				
CO		TIFIC	CATE	NUMBER:	INOUNE	ж.		REVISION NUMBER:	
IN C	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	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY	11.00							00,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,0	000
	X CGL is on BOP Form							MED EXP (Any one person) \$ 5,00	00
Α		Y	Υ	UDC-1666925-BOP-18		12/02/2018	12/02/2019	PERSONAL & ADV INJURY \$ S/T	Each Occ.
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,00	00,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$ S/T	Gen. Agg.
	OTHER:							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO							BODILY INJURY (Per person) \$	
Α	ALL OWNED SCHEDULED AUTOS			UDC-1666925-BOP-18		12/02/2018	12/02/2019	BODILY INJURY (Per accident) \$	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$	
								S	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
	DED RETENTION\$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		W.				E.L. EACH ACCIDENT \$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers are named as additional insureds.								
									1
	RTIFICATE HOLDER				CANCELLATION				
Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers 1936 Carlotta Drive Concord, CA 94519						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				
				l			part of the first	44	I





Hiscox Insurance Company Inc.

Policy Number:

UDC-1666925-BOP-18

Named Insured:

Events To The 'T', Inc.

Endorsement Number: 16

Endorsement Effective: December 02, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers 1936 Carlotta Drive Concord,CA 94519

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II – Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.