

Purchase Requisition # 105603

RECEIVED
APR 25 2018
HS ASST SUPERINTENDENT

OFFICE
EM W-9
EM Insurance
w/1
FOR 2019
Prom

RECEIVED
APR 20 2018
BUDGET & FISCAL SERVICES

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

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 26 day of March 2018, by and between the Mt. Diablo Unified School District (hereinafter "District") and Events To The 'T', Inc. (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 43,635.00 for Services 399-3936-49-5800 \$ 43,635.00

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

a. \$ _____ per hour, _____ \$ _____

b. \$ _____ per day, or _____ \$ _____

c. \$ 43,635.00 per engagement. **BUDGET CODE(S)**

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on _____ . This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # 105603

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

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

CONTRACTOR

Name: Events To The 'T', Inc.
 Attn: Toby Proescher
 Address: PO Box 3440
Walnut Creek, CA 94598
 Phone: 925.335.0633
 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

Purchase Requisition # 105603

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

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

Events To The 'T', Inc.

By: [Signature] 4/15/18
 Signature of Principal/Budget Administrator Date

Title: EPA Huerkaby, Principal
 Print Name and Title

Name of Company/Organization or Independent Contractor/Consultant

By: Toby Proescher 3/26/18
 Signature of Contractor/Consultant Date

Title: Toby Proescher- CEO
 Print Name and Title

Authorized and Approved by:

[Signature] 4/24/18
 Superintendent or Designee Date

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

[Signature] 4/16/18 Yamato Valley High
 Originator's Signature Date Site/Department Originating this Contract

Corissa Stobing Director of Activities
 Print Name of Originator and Title

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

From ASB Account
102

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

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**

March 2018- Reserve Cabernet Sauvignon Commodore for YVHS
January 2019- Reserve SOS DJ, Photo Booth

Payment Schedule:

\$2,500.00 Now to reserve
3/1/19 \$10,000.00
5/14/19 \$30,640.00



Booking Agreement with Deposit Accommodation

Thank you for choosing Commodore Cruises & Events for your next event. Charter services hired by client ("Charterer") and provided by Commodore Cruises & Events, Inc. ("Commodore") pursuant to this agreement are subject to the following terms and conditions:

1. **Timing:** The Vessel will be ready for boarding 15 minutes prior to the confirmed start time and will return to the dock 15 minutes before the end time to allow passengers to debark leisurely. Out of respect to our neighbors in the marina, music must be turned off as the yacht approaches the dock. We reserve the right to assess an overtime charge if passengers have not debarked by the scheduled end time.
2. **Guest Comfort and Safety:** Commodore cannot allow more passengers aboard than the yacht is certified to carry. Due to the zero tolerance law set forth by the U.S. Coast Guard, the possession of controlled substances aboard our yachts is strictly prohibited. Possession of such controlled substance on the part of the Charterer's guests will not be tolerated. Charterer shall ensure that alcoholic beverages are served only by the licensed concessionaire aboard the Vessel and consumed only by persons aged 21 or older. Charterer agrees that no guest of Charterer shall bring alcoholic beverages aboard the Vessel. Commodore reserves the right to confiscate any alcohol brought aboard the Vessel without the permission of Commodore. Charterer agrees that there will be no form of illegal gambling whatsoever conducted or permitted aboard the Vessel. Any misconduct, possession of an alcoholic beverage by a minor, controlled substances or illegal gambling on the part of Charterer's guests will not be tolerated and the Captain may choose to immediately return to dock, in which event Charterer shall be responsible for full payment of the stated compensation plus any damages or expenses incurred by Commodore. Student or other groups under 18 years of age must be chaperoned by a reasonable number of parents, faculty, or school staff members. Commodore reserves the right to refuse admittance to the Yacht to any agent, employee or guest of Charterer at its sole discretion.
3. **Deposit Accommodation Schedule:** Commodore normally requires a deposit equal to 25% of the total contracted fees to reserve a yacht more than 120 days in advance and a 50% deposit 120 days prior to the event. Commodore recognizes that Charterer relies upon ticket purchases by those who will attend the function and that the majority of these sales are made shortly before the event takes place. In order to accommodate Charterer's constrained cash flow position far in advance of the event, Commodore will accept a non-refundable deposit of an agreed upon amount to reserve a date and yacht.
4. **Cancellation:** Our business is built around the availability of our yachts; therefore, Commodore takes the reservation process very seriously. After tendering the initial deposit, the yacht, date, and time period are reserved and any other interested party is turned away. Therefore, should Charterer have to cancel for whatever reason, all deposits are non-refundable and Charterer is responsible for 50% of the charter fees if canceling within 120 days of the event. If, by way of this accommodation schedule, less than 50% of the contracted fees have been collected prior to cancellation, the 50% balance will still be owed to Commodore. Charterer further agrees to pay collection charges, should they be incurred.
5. **Balances:** Final payment must be received at least 10 days prior to the event, at which time guest count and menu selections must be confirmed. To compensate for increased costs accommodating last minute additions, all additions to guest count within 7 days of the event are subject to a 10% surcharge.

Commodore is not liable for any shortages of food, beverage, or services resulting from a higher than expected guest count, and fees will still be collected for additional guests without exception.

6. *Personal checks:* Commodore accepts personal checks up to 21 days prior to the event. Any payments made inside of 21 days must be made by cashier's check or credit card.

7. *Damage:* Charterer shall pay the replacement value of all property and equipment lost or stolen by Charterer's guests and the cost of repair for all damage to the yacht, its furnishings, and equipment, caused by Charterer or its agents, employees or guests, with the exception of reasonable wear and tear.

8. *Performance:* The Captain shall be in complete control of the navigation of the Yacht and shall have the right to delay or forgo departure and to deviate from the agreed upon route of the voyage where he determines, at his sole discretion, that such a deviation is necessary for the safety or comfort of the guests. It is further agreed that, if by reason of storm, strike, accident, vessel traffic, breakdown, governmental restrictions/regulations or other causes beyond the control of Commodore, Commodore deems it shall be unable to fulfill this Contract, such failure will not be considered a breach of this Contract. If Commodore cannot cruise for the reasons listed above, but Commodore can perform the event dockside, Commodore will refund 50% of the yacht rental portion of the contract. In the event of mechanical failure, Commodore may substitute a vessel of similar capacity to perform the charter. Commodore shall not be liable, under any circumstances, for special or consequential damages of any nature whatsoever and the maximum liability arising from Commodore's inability to furnish the services provided in this Contract shall be limited to a refund of the fees paid.

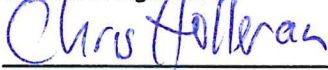
9. *Articles left aboard:* Charterer and guests are responsible for maintaining possession of personal items during the event. Charterer and guests must retrieve all personal items before disembarking the yacht, as Commodore will not be held responsible for them. Items found by the yacht staff will be held in the company office for thirty days before being given to charity.

10. *Agreement Final:* This Booking Agreement represents the final and complete agreement between us, and all prior written or oral proposals are superseded by this agreement. Any modifications or additions to this agreement must be in writing and signed by both parties. By signing this contract, Charterer accepts financial responsibility of the stated guest minimum requirement, regardless of any future changes. Any claim or controversy of any nature whatsoever relating to this Contract, or the breach thereof, shall be settled by a single arbitrator administered by the American Arbitration Association in accordance with its Arbitration of Commercial Disputes. This Agreement shall be governed by the General Maritime Law of the United States and, to the extent state law is applicable, by the laws of the State of California. In the event of a dispute, the losing party agrees to pay the prevailing party's reasonable legal fees as well as collection charges, should they be incurred. By signing below you acknowledge that you have carefully read the foregoing terms and conditions of the Booking Agreement and know the contents thereof and that you have the authority to act on behalf of and bind Charterer to this Charter Agreement.

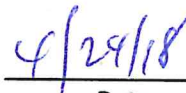
Have a great & memorable event! We hope to have you aboard often and hope you will tell others of your satisfaction!



Charterer Signature



Charterer Name (Print)



Date

Commodore Cruises & Events
2394 Mariner Square Drive, Alameda, CA, 94501
Phone: 510-337-9000 / Fax: 510-373-5488

Food and Beverage Quote/Contract

PR# 105603



**COMMODORE
CRUISES & EVENTS**

2394 Mariner Square Drive, Alameda, CA, 94501

Phone: 510-337-9000 / Fax: 510-373-5488

Client Name:	Ygnacio Valley High School, Corissa Stobing	Email:	stobingc@mdusd.org
Phone Number:	510-368-8166	Event Planner:	Toby Proescher-ETTT
Event Type:	Prom	Dock:	Alameda, Mariner Square
Cruise Date:	Saturday, June 1, 2019	Dockside Time:	
Boarding Time:	7:30PM	Estimated Guest Count:	380+chap
Cruise Time:	8:00PM to 12:00AM	Guest Minimum Requirement:	350
Yacht Selection:	Cabernet Sauvignon		

Package Details	Four Hour Dinner Cruise		
Dinner Tier Option	Dinner Package	380 @ \$103.00	\$39,140.00
Additional Chaperones		@ \$51.50	
Hors d'Oeuvres		380 @	
Bar Options	Hosted Sodas and Juices	380 @	Included
		380 @	
		380 @	
Seated Service			
Each Additional Guest at	\$103.00		
Subtotal -- Food & Beverage			\$39,140.00
Service Charge, Sales Tax, and Port Fees	25%		Included
Total - Food & Beverage with Tax and Service Charge			\$39,140.00

Special Client

NOTE: One free chaperone for every 25 students; additional are half price. Client vendor meals = \$25.

Package Add-Ons

DJ Service	SOS Entertainment		\$1,800.00
Linen Option	Standard	@	Included
Photo Booth	by ETTT	@	\$1,200.00
4Security	TBD	@	

Other Vendor

Total Package Add-Ons	\$3,000.00
Event Total	\$42,140.00
Refundable Security Damage Deposit	\$1,000.00
Grand Total	\$43,140.00

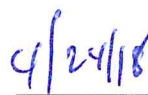
Deposit Schedule:

Deposit Amount: 25% of estimated total due to reserve date:	\$2,500.00	_____
Additional Deposit: 25% of estimated total due March 1, 2019	\$10,000.00	_____
Event Balance Due Two Weeks Prior:	\$30,640.00	_____

To confirm, sign, date, and return to Events To The 'T', Inc.:



(Signature)



(Date)

We are not able to hold dates without deposits. Therefore, this quote is subject to change. By signing this contract you are accepting financial responsibility of this guest minimum requirement, regardless of any future changes.

PR# 105603

Events to the 'T' Inc.

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

INVOICE

3/26/18

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

Client Name: Ygnacio Valley High School Event Date: 6/1/19

Event Location: Cabernet Sauvignon Commodore Event Type: Prom

<i>Date Due</i>	<i>Description</i>	<i>Amount Due</i>
Upon Receipt	Initial deposit	\$2,500.00
	Total: \$	\$2,500.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2016

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

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

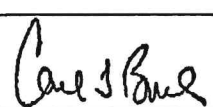
PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURED Events To The 'T', Inc. 2754 Venado Camino Walnut Creek CA 94598	INSURER A: Hiscox Insurance Company Inc NAIC # 10200
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	UDC-1666925-BOP-16	12/02/2016	12/02/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ S/T Each Occ. GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers are named as additional insureds.

CERTIFICATE HOLDER Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers 1936 Carlotta Drive Concord, CA 94519	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



Hiscox Insurance Company Inc.

Policy Number: UDC-1666925-BOP-16
Named Insured: Events To The 'T', Inc.
Endorsement Number: 15
Endorsement Effective: December 02, 2016

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.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-01-2017

GROUP:
POLICY NUMBER: 1702731-2017
CERTIFICATE ID: 11
CERTIFICATE EXPIRES: 09-01-2018
09-01-2017/09-01-2018

MT DIABLO UNIFIED SCHOOL DISTRICT NA
1936 CARLOTTA DR
CONCORD CA 94519-1358

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

RECEIVED

AUG 30 2017

BUDGET & FISCAL SERVICES

EMPLOYER

EVENTS TO THE 'T', INC.
2754 VENADO CAMINO
WALNUT CREEK CA 94598

NA



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 27 Nov 2017
Expiration Date: 27 Nov 2022

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
CABERNET SAUVIGNON COMMODORE	1102705		WDB3227	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
ALAMEDA, CA	Steel	860	Diesel Reduction
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
PALATKA, FL	01Dec2000	09Dec1999	R-97	R-87		R-94.8
UNITED STATES			I-587	I-199		I-54.8

Owner	Operator
CABERNET SAUVIGNON COMMODORE LLC 2394 MARINER SQUARE ATTN: COMMODORE EVENTS ALAMEDA, CA 94501 UNITED STATES	MORGAN BOEHM PROESCHER 2394 MARINER SQUARE DR ALAMEDA, CA 94501 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	1 Senior deckhand
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	5 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 343 Passengers, 13 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 363

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---

SAN FRANCISCO BAY AND ITS TRIBUTARIES. LIMITED TO NOT MORE THAN ONE MILE FROM SHORE.

WHEN THE DIRECT VERIFICATION METHOD IS USED FOR DETERMINING THE VESSEL'S STABILITY, THE MASTER MUST ENSURE THAT THE TOTAL WEIGHT OF ALL PERSONS, INCLUDING EFFECTS, DOES NOT EXCEED 64,000 LBS AND 420 TOTAL PERSONS ONBOARD.

THIS VESSEL MAY NOT OPERATE IN WAVES GREATER THAN 4 FEET HIGH.

THIS VESSEL MAY NOT OPERATE WHEN GALE FORCE WINDS ARE FORECASTED BY NOAA WEATHER RADIO.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at ALAMEDA, CA, UNITED STATES, the Officer in Charge, Marine Inspection, Sector San Francisco certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by: <u>J. A. STOCKWELL</u> CDR, USCG, By Direction Officer in Charge, Marine Inspection Sector San Francisco Inspection Zone
Date	Zone	A/P/R	Signature	



Certificate of Inspection

Vessel Name: CABERNET SAUVIGNON COMMODORE

WHILE THE VESSEL IS UNDERWAY, ONE DECKHAND MUST BE PROVIDED FOR EACH DECK AVAILABLE TO PASSENGERS.

WHEN THE VESSEL IS AWAY FROM A SHORESIDE DOCK, OR HAS PASSENGERS ON BOARD, OR BOTH, FOR MORE THAN 12 HOURS IN ANY 24-HOUR PERIOD, AN ALTERNATE CREW SHALL BE PROVIDED.

THE SENIOR DECKHAND SHALL BE DESIGNATED IN WRITING BY THE MASTER, WITH A COPY RETAINED ON BOARD THE VESSEL. THE SENIOR DECKHAND SHOULD BE QUALIFIED AND TRAINED TO CARRY OUT THE DUTIES FOR EMERGENCY RESPONSE AND POLLUTION PREVENTION AS WELL AS THE DUTIES INCLUDED IN ASSISTING THE BRIDGE TEAM DURING THE COURSE OF ROUTINE OPERATIONS.

THE NUMBER OF REQUIRED DECKHANDS (INCLUDING THE SENIOR DECKHAND) WILL BE AS FOLLOWS:

PASSENGERS:	REQUIRED DECKHANDS:
1 - 149	4
150 - 299	5
300 - 400	6
400 - 420	7

ONE APPROVED CHILD-SIZE LIFE PRESERVER SHALL BE PROVIDED FOR EACH PERSON ON BOARD WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	28Feb2019	03Feb2017	22Jul2015

---Stability---

Type	Issued Date	Office
Letter	01Jul2013	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 420 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 420
Lifeboats (Port)	0	0	Life Preservers (Child) 42
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 3
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB? NO

--- Fire Fighting Equipment ---

Number of Fire Pumps - 1

Hose Information

Location	Quantity	Diameter	Length
Machinery	4	1.5	Other

Fixed Extinguishing Systems

Location	Type	Capacity
ENGINE ROOM	Carbon Dioxide	225
BOW THRUSTER COMPARTMENT	Other	60



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 27 Nov 2017
Expiration Date: 27 Nov 2022

Certificate of Inspection

Vessel Name: CABERNET SAUVIGNON COMMODORE

Fire Extinguishers - Hand portable and semi-portable

Quantity	Class Type
8	A-II
1	B-I
4	B-II

END



INSURANCE BINDER

CSR: PP


DATE (MM/DD/YYYY)

9/6/2017

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Douglas Maritime Ins. Brokers 1825 State Street, 3rd Floor Santa Barbara, CA 93101 Chris Beckert, #0704241&307865		COMPANY Endurance American		BINDER # 10064																													
PHONE (A/C, No, Ext): 805-563-6388		FAX (A/C, No): 805-569-3051																															
CODE:		SUB CODE:																															
AGENCY CUSTOMER ID: COMMOD1		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) This binder is only a representation of coverages & reflects highlights of policy coverages & deductibles. Your policy will arrive shortly, consult it for details.																															
INSURED Commodore Cruises & Events Inc FLEET 2394 Mariner Square Dr. Alameda CA 94501		<table border="1"> <tr> <th>DATE</th> <th>EFFECTIVE TIME</th> <th>TIME</th> <th>AM</th> <th>PM</th> <th>EXPIRATION DATE</th> <th>TIME</th> </tr> <tr> <td>09/16/17</td> <td>12:01</td> <td>X</td> <td></td> <td></td> <td>11/16/17</td> <td>X</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>12:01 AM</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>NOON</td> </tr> </table>				DATE	EFFECTIVE TIME	TIME	AM	PM	EXPIRATION DATE	TIME	09/16/17	12:01	X			11/16/17	X							12:01 AM							NOON
DATE	EFFECTIVE TIME	TIME	AM	PM	EXPIRATION DATE	TIME																											
09/16/17	12:01	X			11/16/17	X																											
						12:01 AM																											
						NOON																											
X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # OMX10005509203																																	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$		
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT \$ OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
SPECIAL CONDITIONS/OTHER COVERAGES \$4,000,000 EXCESS OF \$1,000,000 PROTECTION AND INDEMNITY COVERAGE TO EQUAL \$5,000,000.		FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$		

NAME & ADDRESS		<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE		<input type="checkbox"/> ADDITIONAL INSURED
		LOAN # _____		
		AUTHORIZED REPRESENTATIVE 		



INSURANCE BINDER

CSR: PP

DATE (MM/DD/YYYY)

9/6/2017

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Douglas Maritime Ins. Brokers 1825 State Street, 3rd Floor Santa Barbara, CA 93101 Chris Beckert, #0704241&307865		COMPANY Navigators Ins.Serv. of BINDER # 10062	
PHONE (A/C, No, Ext): 805-563-6388 CODE:		FAX (A/C, No): 805-569-3051 SUB CODE:	
AGENCY CUSTOMER ID: COMMOD1 INSURED Commodore Cruises and Events, Inc., etal 2394 Mariner Square Dr. Alameda CA 94501		DATE EFFECTIVE TIME: 09/16/17 12:01 TIME: X AM EXPIRATION DATE TIME: 11/16/17 X 12:01 AM NOON	
X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # SF17LIA00541401		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) This binder is only a representation of coverages & reflects highlights of policy coverages & deductibles. Your policy will arrive shortly, consult it for details.	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____ <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES				ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:				EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
\$5,000,000 EXCESS OF \$10,000,000 BUMBERSHOOT COVERAGE TO EQUAL SPECIAL CONDITIONS/ \$15,000,000. OTHER COVERAGES				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS		<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE		<input type="checkbox"/> ADDITIONAL INSURED	
		LOAN #			
		AUTHORIZED REPRESENTATIVE 			



INSURANCE BINDER

CSR: PP

DATE (MM/DD/YYYY)

9/6/2017

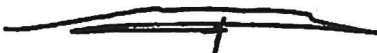
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Douglas Maritime Ins. Brokers 1825 State Street, 3rd Floor Santa Barbara, CA 93101 Chris Beckert, #0704241&307865		COMPANY Navigators Ins.Serv. of BINDER # 10063	
PHONE (A/C, No, Ext): 805-563-6388 FAX (A/C, No): 805-569-3051		DATE EFFECTIVE TIME 09/16/17 12:01	
CODE: AGENCY CUSTOMER ID: COMMOD1		EXPIRATION DATE TIME 11/16/17 X 12:01 AM X 12:01 AM NOON	
INSURED Commodore Cruises and Events, Inc., etal 2394 Mariner Square Dr. Alameda CA 94501		X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: SF17LIA00541402	
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)		This binder is only a representation of coverages & reflects highlights of policy coverages & deductibles. Your policy will arrive shortly, consult it for details.	

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$		
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT \$ OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	RETRO DATE FOR CLAIMS MADE:	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	RETRO DATE FOR CLAIMS MADE:	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
\$10,000,000 EXCESS OF \$15,000,000 BUMBERSHOOT COVERAGE TO EQUAL SPECIAL CONDITIONS/ OTHER COVERAGES \$25,000,000.		FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$		

NAME & ADDRESS

MORTGAGEE LOSS PAYEE LOAN #	ADDITIONAL INSURED
AUTHORIZED REPRESENTATIVE 	



COMM01

OP ID: PP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2017

PRODUCER Douglas Maritime Ins. Brokers 1825 State Street, 3rd Floor Santa Barbara, CA 93101 Chris Beckert, #0704241&307865	Phone: 805-563-6388	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.												
INSURED Commodore Cruises & Events In, FLEET 2394 Mariner Square Dr. Alameda, CA 94501	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Argonaut Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Endurance American</td> <td></td> </tr> <tr> <td>INSURER C: Great American Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Argonaut Insurance Company		INSURER B: Endurance American		INSURER C: Great American Insurance Co.		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Argonaut Insurance Company														
INSURER B: Endurance American														
INSURER C: Great American Insurance Co.														
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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Protection and <input checked="" type="checkbox"/> Indemnity GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	KDH-1093-W17	09/16/2017	09/16/2018	EACH OCCURRENCE \$ 1,000,000								
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$												
		MED EXP (Any one person) \$												
		PERSONAL & ADV INJURY \$												
		GENERAL AGGREGATE \$				PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
B		Excess P&I	OMX10005509203	09/16/2017	09/16/2018	4Mx1M 4,000,000								
C		Excess P&I	OMH5335599	09/16/2017	09/16/2018	5Mx5M 5,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Note: Combined Protection & Indemnity Limit = \$10,000,000

ORIGINAL

CERTIFICATE HOLDER

CANCELLATION

INSVER1 <p style="text-align: center;">CERTIFICATE OF INSURANCE IS FOR USE OF INSURED TO VERIFY INSURANCE COVERAGE ONLY</p>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
--	---



CERTIFICATE OF LIABILITY INSURANCE

COMMOD1

OP ID: PP

DATE (MM/DD/YYYY)

09/01/2017

PRODUCER
Douglas Maritime Ins. Brokers
1825 State Street, 3rd Floor
Santa Barbara, CA 93101
Chris Beckert, #0704241&307865

Phone: 805-563-6388

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.

INSURED
Commodore Cruises & Events Inc
FLEET
2394 Mariner Square Dr.
Alameda, CA 94501

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Argonaut Insurance Company

INSURER B:

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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Protection and Indemnity GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	KDH-1093-W17	09/16/2017	09/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Protection & Indemnity has No Exclusion for Liquor Liability

ORIGINAL

CERTIFICATE HOLDER

CANCELLATION

INSVER1

CERTIFICATE OF INSURANCE IS FOR USE OF INSURED TO VERIFY INSURANCE COVERAGE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

Michele McKimmie

From: Morgan Proescher <morgan@commodoreevents.com>
Sent: Thursday, April 26, 2018 1:42 PM
To: Michele McKimmie
Subject: RE: New 2019 Booking YVHS with Toby

Hi Michele,

All of our captains, licensed crew members, and cadets are fingerprinted by the US Coast Guard and the TSA.

Best,

Morgan

From: Michele McKimmie <mckimmiem@mdusd.org>
Sent: Thursday, April 26, 2018 12:26 PM
To: Morgan Proescher (morgan@commodoreevents.com) <morgan@commodoreevents.com>
Cc: 'toby@lavishevents.com' <toby@lavishevents.com>; Christopher Holleran <holleranc@mdusd.org>
Subject: New 2019 Booking YVHS with Toby

Hi Morgan,

I'm in receipt of an Independent Service Contract with Events to the T and Ygnacio Valley High School for a June 1, 2019 Prom event aboard the Commodore. While Toby will provide us with the COI, Chris Holleran, Assistant Superintendent, is requesting that the ships' crew for this event be fingerprinted. Please let us know if that is something that is routinely done when you hire employees.

Sincerely,
Michele

Michele McKimmie
Administrative Assistant
to the High School Assistant Superintendent
Mt. Diablo Unified School District
1936 Carlotta Drive, Concord, CA 94519
925-682-8000 x 4027/Fax: (925) 689-0597
mckimmiem@mdusd.org