

RECEIVED

Purchase Requisition # R101099

SEP 15 2017

via email

BUDGET & FISCAL SERVICES

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

On File
Attached W-9
Attached Insurance

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

THIS AGREEMENT is made this 25th day of August, by and between the Mt. Diablo Unified School District (hereinafter "District") and Hotel Nikko San Francisco (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 \$ <u>18,879.80</u> for Services | <u>355</u> - <u>3936</u> - <u>49</u> - <u>5800</u> | \$ <u>18,879.80</u> |
| The basis of the fee for Services shall be as follow | _____ - _____ - _____ - _____ | \$ _____ |
| a. \$ _____ per hour, | _____ - _____ - _____ - _____ | \$ _____ |
| b. \$ _____ per day, or | | |
| c. \$ <u>18,879.80</u> 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 August 25, 2017 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 B 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 # R101099

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: Hotel Nikko San Francisco
Attn: Faina Akselrud
Address: 222 Mason Street
San Francisco, Ca 94102
Phone: 415-394-1184
Fax: _____
Tax ID #: 94-3050442

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 # R101099

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

Hotel Nikko San Francisco

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature]
Signature of Principal/Budget Administrator Date

By: [Signature] 9/7/17
Signature of Contractor/Consultant Date

Title: Lorne Barbosa, Principal
Print Name and Title

Title: Faina Akselrud, Director of Catering
Print Name and Title

Authorized and Approved by:

Superintendent or Designee Date

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

[Signature] 8/29/17
Originator's Signature Date

MDHS ASB
Site/Department Originating this Contract

Scott Ananos, ASB Advisor
Print Name of Originator and Title

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

MDHS ASB
2450 Grant St
Concord, CA 94520

| | |
|--------------|---------------------------------|
| 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

Date: April 28, 2018

Time: 6:30-11:30 p.m.

Function:

Photography Room

Coatcheck

Registration

Dancing

Hors d'oeuvres Reception

Event for 250 people

2 Security Officers

Coatcheck room and Attendant

| | | |
|----------------------------------------------------|----|-------------------|
| Deposit due on June 1, 2017 | -- | \$6000.00 |
| 1ST Partial Payment due on or before Oct. 31, 2017 | -- | \$4293.27 |
| 2nd Partial Payment due on or before Dec. 22, 2017 | -- | \$4293.27 |
| Final Payment due on or before April 28, 2018 | -- | \$4293.26 |
| Total | | <u>\$18879.80</u> |

EXHIBIT B

Contractor REQUIRED to Complete

CRIMINAL BACKGROUND CHECK CERTIFICATION

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

| | | |
|--------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Independent Consultant/Contractor: | | Hotel Nikko San Francisco |
| Services to be performed under the Agreement: | | Senior/Jr Prom Event |
| Schools/Locations where services will be performed: | | 222 Mason Street San Francisco, Ca 94102 |
| Total amount to be paid by the District under this Agreement: | | \$ 18,879.80 |
| Term of Agreement: | | 4/28/2018 |
| <i>Check the applicable box(es) and fill in any blanks.</i> | | |
| 1 | <input checked="" type="checkbox"/> | I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted. |
| 2A | | If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed): |
| 2B | | I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. |

Certification by Contractor/Consultant

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

 Independent Contractor/Consultant Signature

 Superintendent or Designee's Signature

Faina Akselrud

 Print Name Date
 Independent Contractor/Consultant

 Print Name Date
 Superintendent or Designee's Signature

R101099



hotel nikko san francisco

May 18, 2017

Ms. Liane Cismowski
Principal

Mr. Scott Ananos
Senior Class Advisor

Mr. Diablo High School 2016 Senior Prom

2450 Grant Street
Concord, CA 94520

Dear Ms. Cismowski & Mr. Ananos,

Thank you for selecting Hotel Nikko San Francisco for your upcoming function. This agreement is made and entered into as of May 18, 2017 between Hotel Nikko San Francisco (hereinafter referred to as the "Hotel" or "We") and Mr. Diablo High School (hereinafter referred to as "Your Organization" or "You" or "Your"). In consideration of the provisions set forth below, the parties agree as follows:

OPTION STATUS

This block of rooms and/or event space is being held for You on a tentative first-option basis. When We receive a duly executed original of Your acceptance of this offer, it shall constitute a binding agreement by both parties consistent with the terms and conditions contained in this Agreement.

If We do not receive Your acceptance by June 1, 2017, this option shall terminate and the Hotel shall have the right to contract with other parties for the use of all or part of the room block and other facilities described in this Agreement, without any further notice or obligation to You.

In the event We have a request from others for Your dates prior to June 1, 2017, and We have not received Your acceptance, We will contact You for a decision. If We do not receive Your signed acceptance within two (2) business days after our contact with You, We may contract with another party, without any notice or obligation to You.

If this agreement is returned signed, but with changes, it shall not constitute an acceptance, but rather a counter-offer by you, which may be accepted or rejected by the Hotel in its sole discretion. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed or initialed by both parties, and no oral understanding not incorporated in this agreement shall be binding on either party.

Currently, we are holding the following tentative reservation for your group:

2018 EVENT AGENDA

| Date | Start Time | End Time | Function | Setup | Agr | Room Rental | Est Food |
|-----------|------------|----------|--------------------------|--------------|-----|---------------|-------------|
| 4/28/2018 | 6:30PM | 11:30PM | Photography Room | Special | 250 | | |
| 4/28/2018 | 6:30 PM | 12:00 AM | Coatcheck | Special | 2 | | |
| 4/28/2018 | 7:00 PM | 12:00 AM | Registration | Registration | 6 | | |
| 4/28/2018 | 7:00 PM | 12:00 AM | Dancing | Special | 250 | | |
| 4/28/2018 | 8:00 PM | 10:00 PM | Hors d'oeuvres Reception | Rounds of 10 | 250 | complimentary | \$18,000.00 |

Function rooms are assigned according to the number of persons expected to attend, and may be changed by the Hotel if attendance or other circumstances change. In such event, the Hotel will provide alternate, suitable arrangements to meet the requirements of your group as outlined in this Agreement.

FOOD AND BEVERAGE MINIMUM

A Meeting Room Rental Fee will be waived for all of the space listed above. In addition, You agree to purchase a minimum of \$18,000.00 inclusive of service charge and sales tax, in food and beverage during the event. If the minimum is not met, You agree to pay the difference as additional room rental fees.

COMPLIMENTARY ITEMS

Hotel Nikko agrees to the following complimentary items:

- (1) Complimentary Suite for Event Planner/Advisor for night of event
- (1) Complimentary Parking Pass for the evening of the event
- Complimentary Coffee / Tea for (20) Chaperons
- Complimentary Meeting Room Rental
- Complimentary use of the Chaperons, Coat Check and Photography Rooms
- Client to use own entertainer / DJ at no additional charge
- 2018 Prom Package Pricing

DAILY VALET PARKING

Hotel Nikko San Francisco is pleased to offer valet parking for the day of your meeting. Convenient valet parking is located in our Porte Cochere at \$15.00 for the first hour and \$5.00 per each additional half hour (maximum of \$50.00 per 24-hour period).

Please note that our garage has limited spaces and this rate is based on availability. Additional self-parking can be arranged across the street if necessary.

DEPOSIT & BILLING INFORMATION

To confirm the above reservation on a definite basis, please sign, date and return this letter, along with a non-refundable deposit of \$ 6,000.00 to my attention before June 1, 2017. Please send to:

Faina Akselrud
Hotel Nikko San Francisco
222 Mason Street
San Francisco, CA 94102

Method of payment: Prepayment by check Credit Card

Invoice to be sent to:
 NAME: Mr. Scott Ananos /Senior Class Advisor
 ADDRESS:
 CITY,STATE,ZIP:
 PHONE NUMBER:
 EMAIL:

Invoice Preferred Method: Email Mailed Hard Copy

Prepayment – If your event is on a pre-payment basis, full payment of the estimated charge based on the contract needs to be received 2 weeks prior to the event and a credit card authorization must be submitted to the hotel for any overages. Hotel will preauthorize any remaining balance 7 days prior to the event and credit card will be charged upon conclusion of the event and completion of the final bill.

CREDIT CARD GUARANTEE

Regardless of payment option chosen above, a credit card authorization will be sent to You after receipt of signed contract and must be completed in order for booking to be considered finalized and definite. You will receive an email from "Hotel Nikko San Francisco Billing" with a link that will allow You to provide your credit card through CeloPay, a PCI Compliant confidential billing system for credit card authorizations. Your credit card will serve

as a guarantee for all charges as outlined above. If You have selected to pay your Deposit and/or other charges with this card, it will be charged for those purposes specifically indicated by You upon completing the secure link referenced above.

TERMS AND CONDITIONS

PROM GUIDELINES:

Students

- *Students or parents are not allowed to reserve guestrooms at Hotel Nikko San Francisco on the evening of the event.*
- *All students must remain on the event floor during the event. This will be monitored by the school.*

Faculty/Chaperones

- *School Faculty shall be in contact with hotel up to one hour before and one hour after specified times of event.*
- *Faculty/Student Ratio - 1 faculty/chaperone per every 50 students in attendance*

Security

- *Hotel Nikko Security Staff Ratio - 1 officer per every 100 students in attendance (minimum 2 staff required)*
- *Hotel Security will be scheduled one hour prior to start time and one hour after event end time*
- *Hotel Security is \$50.00 per hour/per officer*

Coat Check

- *Coat Check can be staffed by the hotel @ \$75.00 per hour/per attendant or the school may provide staffing*
- *Set-up fee \$150.00 + tax (included tables, coat racks, hangers & tickets) for the coat check room if staffing is provided by the school, waived.*

MENU: Menu selection and set-up details should be arranged 30 days in advance of your event. Menu prices can be guaranteed up to (3) months prior to the scheduled date of a function.

MEETING ROOM SET: Changes to the meeting room set-up, after the room has been set, per the contract, can result in additional charges.

DAMAGE: Customer agrees to be responsible for any damage done to the function room or any other part of the Hotel by the Guest, the attendees, employees, independent contractors or other agents under Guest's control.

GUARANTEE: The guarantee number must be submitted to the hotel no later than **72 business hours** prior to the scheduled function. It is the responsibility of the group representative to provide the guarantee number. If a guarantee number is not provided, the original expected number will be used for preparation and billing. Guarantees are not subject to reduction and charges will be made accordingly. The Hotel will not be responsible for service to more than 5% over and above the guarantee. Should the guarantee be increased within seventy-two (72) hours prior to the start of the function(s), the Hotel will apply a 25% food and beverage surcharge to the additional guests and/or apply changes to the menu to meet the Client's requests. The 5% over set will not apply when the count is increased within seventy-two (72) hours.

OVERSET: For any group of 50 people or greater, we will over set the room by 5%, but not to exceed one table of 10 guests.

LABOR FEES:

- A labor fee of \$100.00 will apply to all hot breakfasts and all luncheons with 25 guests or under.
- A labor fee of \$150.00 will apply to all dinners with 25 guests or under.
- A labor fee of \$150.00 (for the first 2 hours) plus 8.5% sales tax will apply to all food station attendants, tray passers, carvers, and coat check attendants, and \$75.00 per hour thereafter

OVERTIME: An overtime charge of \$75.00 per server per hour, or any fraction thereof, will be charged for events exceeding the contracted times.

DECORATIONS: Arrangements for floral centerpieces, specialty linens and props may be made through your Catering Manger. The catering manager must approve all decorations prior to arrival. Items may not be attached to any stationary surface with nails, staples, tape or any other substance.

BANNERS: No items may be affixed to the walls or doors. With advance notice, our banquet and engineering staff will be happy to assist with banner hanging. Additional charges will apply.

SIGNAGE: All customer signage must have Hotel Nikko San Francisco approval prior to posting. Customer signs are not allowed in the main lobby of the hotel.

ELECTRICAL CHARGES: Hotel Nikko San Francisco can accommodate any electrical need; however, there may be charges for additional electrical requirements beyond the standard capacity. Please consult with your catering manager for details.

AUDIO/VISUAL EQUIPMENT: Hotel Nikko San Francisco has proudly selected PSAV Presentation Services as our full service onsite audio visual service provider. In order to help ensure a positive meeting experience, Hotel Nikko San Francisco highly recommends utilizing PSAV Presentation Services for all of your audio visual needs. Pricing of equipment rental is included with your contract packet .The onsite PSAV Presentation Services Sales Manager is available to assist with creative planning and consultation in regards to your overall event. Please advise the PSAV Presentation Services Sales Manager of your requirements. If you choose to not use PSAV Presentation Services as your audio visual service provider, please contact the PSAV Presentation Services Sales Manager for a copy of the most current Outside AV Vendor Production Guidelines. In this case, additional charges may apply. Charges for any damage done to the Hotel by the Group's outside AV vendor will be credited to the Group's master account. The Group will retain full responsibility for the conduct of its outside vendor.

PACKAGE HANDLING: Hotel Nikko is proud to partner with The UPS Store Business Center for all package handling requirements. To ensure proper handling when mailing packaged material to the Hotel, please clearly indicate the following:

HOTEL NIKKO SAN FRANCISCO
c/o "Faina Akselrud"
 222 MASON STREET
 SAN FRANCISCO, CA 94102

HOLD FOR: "YOUR NAME, GROUP NAME, MEETING DATES"

Please note that a parcel movement/handling fee will be charged as follows (Incoming/Outgoing):

| Letters and Parcels (Inbound and Outbound) | |
|-------------------------------------------------------|----------|
| Carrier Letter / Pak | \$6.00 |
| 1-10 lbs | \$6.00 |
| 11-20 lbs | \$10.00 |
| 21-40 lbs | \$25.00 |
| 41-60 lbs | \$45.00 |
| 61-100 lbs | \$80.00 |
| 101+ lbs | \$.80/lb |
| Pelican Case | \$75.00 |
| Freight (Inbound and Outbound) | |
| Crate | \$.80/lb |
| Pallet | \$250.00 |

The UPS Store Business Center is prepared to receive parcels relating to your meeting or event. Should you require storage for your materials the fees above will include storage for up to four (4) calendar days, any parcels stored beyond four (4) days will incur a 10% storage fee per parcel per day. All parcel handling fees, including exhibitors' packages, will be billed to the master account unless specified otherwise.

SERVICE CHARGES: All food and beverage is subject to 22% service charge and 8.5% sales tax.

CITY OCCUPANCY TAX: Per the City and County of San Francisco, occupancy tax of 14% will apply to all meeting room set up fees. This occupancy tax will not be charged if food and beverage is ordered.

RESPONSIBILITY: The hotel will not accept any responsibility for damage to or loss of any merchandise or articles left in the hotel prior to, during, or following the customer's function.

FORCE MAJEURE: The performance of this Agreement by either party is subject to acts of God, war, terrorism, government regulations, disaster, fire, civil disorders, or other emergencies, any of which make it illegal or impossible for Hotel Nikko San Francisco to provide, or for the organization to use, the facilities and/or services for this meeting. It is provided that this Agreement may be terminated without penalty for any one or more of such reasons by written notice from one party to the other.

CANCELLATIONS:


| <u>Date of Cancellation</u> | <u>Damages</u> |
|---------------------------------------|-----------------------------------------------------|
| 0 through 30 days prior to the event | 100% of the total net estimated charges-\$18,879.80 |
| 31 through 60 days prior to the event | 80% of the total net estimated charges-\$15,103.80 |
| 61 through 90 days prior to the event | 50% of the total net estimated charges-\$9,439.90 |
| +90 days prior to the event | 40% of the total net estimated charges \$7,551.90 |

| CURRENT ESTIMATED CHARGES | |
|-------------------------------------|---------------------|
| Food & Beverage | |
| Service Charge - 22% | \$ - |
| Sales Tax - 8.75% | \$ - |
| F&B SUBTOTAL | \$ 18,000.00 |
| Meeting Room Rental (w/o F&B) | \$ - |
| Occupancy Tax - 14% | \$ - |
| SUBTOTAL | \$ - |
| Meeting Room Rental (w/ F&B) | \$ - |
| Sales Tax - 8.75% | \$ - |
| SUBTOTAL | \$ - |
| Guest Rooms | \$ - |
| Occupancy Tax - 16.315% | \$ - |
| SUBTOTAL | \$ - |
| Misc. Charges(2 security officers) | \$500.00 |
| Sales Tax - 8.75% | \$ - |
| SUBTOTAL | \$ 500.00 |
| Coatcheck room & attendant | \$379.80 |
| SUBTOTAL | \$ 379.80 |
| TOTAL | \$ 18,879.80 |

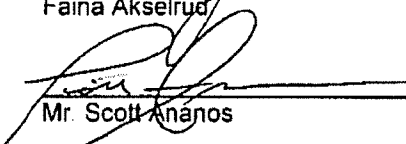
This agreement (and any additional pages attached hereto) constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Hotel Nikko San Francisco and Mt. Diablo High School.

Ms. Cismowski and Mr. Ananos, on behalf of the staff and management of Hotel Nikko San Francisco, thank you. We all look forward to working with you to make this a most successful event. To answer any questions you may have regarding our services or facilities, please contact me directly at 415-394-1184 or via email at fakselrud@hotelnikkosf.com.

Best regards,



Faina Akselrud Director of Catering 9/7/17
Date



Mr. Scott Ananos Senior Class Advisor 8/29/17
Date



Mr. Horne Barbosa Principal 8/29/17
Date

It is our understanding that the individual whose signature appears above has been authorized and empowered by Mt. Diablo High School to approve this agreement.

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. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Datam SF, LLC</p> <p>2 Business name/disregarded entity name, if different from above. Hotel Nikko San Francisco</p> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) C <small>Note: For a single-member LLC that is disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) —</p> <p>4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applicable to non-U.S. maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) 222 Mason Street</p> <p>6 City, state, and ZIP code San Francisco, CA 94102</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p> |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table> | | | | | - | - | - | - | | |
| | | | | | | | | | | |
| - | - | - | - | | | | | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;">9</td> <td style="width: 25%; border: 1px solid black;">4</td> <td style="width: 25%; border: 1px solid black;">-</td> <td style="width: 25%; border: 1px solid black;">3</td> <td style="width: 25%; border: 1px solid black;">0</td> <td style="width: 25%; border: 1px solid black;">5</td> <td style="width: 25%; border: 1px solid black;">0</td> <td style="width: 25%; border: 1px solid black;">4</td> <td style="width: 25%; border: 1px solid black;">4</td> <td style="width: 25%; border: 1px solid black;">2</td> </tr> </table> | 9 | 4 | - | 3 | 0 | 5 | 0 | 4 | 4 | 2 |
| 9 | 4 | - | 3 | 0 | 5 | 0 | 4 | 4 | 2 | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person **P. Spector** Date **04-01-2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding or claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2017

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

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

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------|
| PRODUCER MARSH RISK & INSURANCE SERVICES CA LICENSE #0437153 777 SOUTH FIGUEROA STREET LOS ANGELES CA 90017 Attn: LosAngeles.certrequest@marsh.com 452006-STND-GAU-16-17 | CONTACT NAME: _____ | |
| | PHONE (A/C, No, Ext): _____ | FAX (A/C, No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Tokio Marine America Insurance Company (TMAIC) | | 10946 |
| INSURER B: ACE Property & Casualty Insurance Co. | | 20639 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** LOS-002245036-15 **REVISION NUMBER:** 21

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 INSD 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"/> DEDUCTIBLE \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____ | X | CLL6403803-07 | 11/01/2016 | 11/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | CA6404804-06 | 11/01/2016 | 11/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | G21000051001 | 11/01/2016 | 11/01/2017 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERAT IONS below | Y/N | 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 L I M I T \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE. MT. DIABLO HIGH SCHOOL SENIOR PROM

THE DISTRICT, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY WITH RESPECT TO THE REFERENCED EVENT

DATAM S.F., LLC DBA. HOTEL NIKKO SAN FRANCISCO IS A NAMED INSURED

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER MT DIABLO UNIFIED SCHOOL DISTRICT MT DIABLO HIGH SCHOOL ATTN: MS DEBBIE WOODS 2450 GRANT STREET CONCORD, CA 94520-2251 | 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 of Marsh Risk & Insurance Services Mario Pineda <i>Mario V. Pineda</i> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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COMMERCIAL GENERAL LIABILITY

| | | |
|---------------------------------|---------------------------------------------------------------|------------------------------------------|
| This endorsement changes policy | CLL6403803-07 | to which it is attached and is effective |
| 11/01/2016 | at 12:01 a.m. standard time at the Insured's mailing address. | |
| Issued to: | DATAM SF, LLC DBA: HOTEL NIKKO OF SAN FRANCISCO | |
| Issued by: | TOKIO MARINE AMERICA INSURANCE COMPANY | |
| Producer: | IDP INSURANCE BROKERAGE, LLC | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
EXTENDED COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

1. UNINTENTIONAL ERRORS AND OMISSIONS

The following is added to Condition 6. "Representations" of **SECTION IV - CONDITIONS:**

However, coverage afforded under this Coverage Part will not be adversely affected by any inadvertent error or omission made by you in describing your premises or operations for the purpose of obtaining this insurance. When such an inadvertent error or omission is discovered, you must notify us as soon as practicable. The policy premium will be adjusted accordingly to reflect the description of the premises or operations had no error or omission occurred.

2. INCREASED LIMITS FOR BAIL BONDS AND REASONABLE EXPENSES

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES** are replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - b. Up to \$1,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$650 a day because of time off from work.

3. EXPECTED OR INTENDED PROPERTY DAMAGE COVERAGE

Exclusion a. "Expected Or Intended Injury" is replaced by the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

4. BROADENED NONOWNED AIRCRAFT COVERAGE

The following is added to Exclusion g. "Aircraft, Auto Or Watercraft" of **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- a) Hired by, chartered by or loaned to you with a paid crew; and
- b) Not owned in whole or in part by you or any insured.

The insurance provided by this paragraph for Nonowned Aircraft does not apply if there is any other insurance available to the insured or would be available except for the exhaustion of its limits of insurance.

5. BROADENED NONOWNED WATERCRAFT COVERAGE

The following is added to Exclusion g. "Aircraft, Auto Or Watercraft" of **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to

A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons for a per person charge or property for a charge as freight;

The insurance provided by this paragraph for Nonowned Watercraft does not apply if there is any other insurance available to the insured or would be available except for the exhaustion of its limits of insurance.

6. PROPERTY DAMAGE – ELEVATORS COVERAGE

- a. Paragraphs (3), (4) and (6) of Exclusion j. "Damage To Property" of **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** do not apply to the use of elevators.
- b. Exclusion k. "Damage To Your Product" of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to the use of elevators.
- c. The insurance provided by this paragraph for Elevators is excess over any other valid and collectible property or similar type insurance available to the insured, including any deductible amounts.

7. PROPERTY DAMAGE - BORROWED EQUIPMENT COVERAGE

- a. Paragraph (4) of Exclusion j. "Damage To Property" of **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "property damage" to equipment you borrow that is not being used at a job site.
- b. The insurance provided by this paragraph for Borrowed Equipment is excess over any other valid and collectible property or similar type insurance available to the insured, including any deductible amounts.

8. FIRE, SMOKE, LIGHTNING, EXPLOSION OR WATER DAMAGE COVERAGE

The last paragraph ("Exclusions c. through n. do not apply...") of Paragraph 2., of Exclusions under **SECTION I - COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

Exclusions c. through o. do not apply to damage by fire, smoke, lightning, explosion or water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**. The limit of insurance is amended to the greater of:

- (1) \$1,000,000 any one premises; or
- (2) The Damage To Premises Rented To You Limit shown in the Declarations.

Paragraph b.(1) (b) of Condition 4. "Other Insurance" of **SECTION IV – CONDITIONS** is replaced by the following:

- (b) That provides fire, smoke, lightning, explosion or water damage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

The insurance provided by this paragraph for Fire, Smoke, Lightning, Explosion Or Water Damage Coverage does not apply if the words "Not Covered" are shown in the Damage To Premises Rented To You Limit in the Declarations.

9. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATIONS COVERAGE

Paragraph 3.a. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period;

10. BROAD FORM NAMED INSURED COVERAGE

SECTION II - WHO IS AN INSURED is amended to include as an insured:

Any organization and subsidiary thereof which is a legal entity of which you own with a financial interest of more than 50% of the voting stock. However, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" with respect to which an insured under this Coverage Part is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance;
- (2) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; or
- (3) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

The last paragraph ("No person or organization is an insured...") of **SECTION II - WHO IS AN INSURED** is replaced by the following:

You are an insured with respect to liability arising out of any current or past partnership or joint venture, but only with respect to your interest in such current or past partnership or joint venture. No other person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. AUTOMATIC ADDITIONAL INSUREDS COVERAGE

a. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization, if you are required to do so under a written contract, agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. The performance of your ongoing operations, other than construction and demolition operations, for such additional insured.
2. The performance of your ongoing operations at any tradeshow, fair, exhibition or conference sponsored by such additional insured.
3. Your maintenance, operation or use of personal property (other than an "auto") leased to you by such additional insured; and
4. Your maintenance or use of that part of the premises (including that part of any premises used by you while attending any tradeshow, fair, exhibition or conference leased to you or temporarily occupied by you with permission of such additional insured.

The insurance provided by this paragraph for Automatic Additional Insureds does not apply to:

- (1) Any written contract or agreement that was executed subsequent to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) Any permit that was issued subsequent to the "bodily injury", "property damage" or "personal and advertising injury"; or
- (3) Any written contract or agreement with a vendor for the distribution or sale of "your products"; or
- (4) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract, agreement or permit to provide for such additional insured.
- b. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract, agreement or permit; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

12. BODILY INJURY TO CO-EMPLOYEE COVERAGE

Paragraphs **2.a.(1)(a)** and **2.a.(1)(b)** and **3.a** of **SECTION II - WHO IS AN INSURED** are amended by the addition of the following:

However, the exclusion for "bodily injury" only applies if the co-"employee" who sustained the "bodily injury" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

13. INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit described under **SECTION III - LIMITS OF INSURANCE** and shown in the Declarations is amended to be the greater of:

- a. \$10,000 any one person; or
- b. The Medical Expense Limit shown in the Declarations.

The insurance provided by this paragraph for Increased Medical Expense Limit does not apply if the words "Not Covered" are shown in the Medical Expense Limit in the Declarations.

14. RESULTING MENTAL ANGUISH COVERAGE

Definition **3**. "Bodily injury" of **DEFINITION** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

15. BROADENED MOBILE EQUIPMENT COVERAGE

Each self-propelled vehicles described in Paragraph **f.(1)** of Definition **12**. "Mobile Equipment" of the **DEFINITIONS** section is "mobile equipment" and will not be considered an "auto" if the gross vehicle weight is less than 1,000 pounds.

16. INCIDENTAL MALPRACTICE LIABILITY COVERAGE

- a. Definition **13**. "Occurrence" of the **DEFINITIONS** section is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic that is employed by you to provide such services.
- b. Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED** does not apply to nurses, emergency medical technicians or paramedics referred to in Paragraph **a**. above.

For the purpose of determining the limits of insurance for incidental medical malpractice to which this insurance applies, any act or omission together with all related acts or omissions in the furnishing of these services will be considered one "occurrence".

c.

The insurance provided by this paragraph for Incidental Malpractice Liability does not apply if you are in the business of providing the medical or paramedical services described in paragraph **a**. above.

17. NOTICE OF OCCURRENCE OR OFFENSE

Paragraph a. of Condition 2. "Duties In The Event Of Occurrence, Offense, Claim Or Suit" is replaced with the following:

- b. You, your insurance manager or any other person you designate must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

18. EARLIER NOTICE OF CANCELLATION PROVIDED BY US

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, will be the greater of:

- 1. The minimum number of days stated by the statute; or
- 2. 90 days.

19. CRISIS MANAGEMENT – CERTIFIED ACTS OF TERRORISM

- a. If you purchased "certified act of terrorism" coverage under this Coverage Part, we will reimburse you for "crisis management expenses" incurred by you because of a "crisis event" to which this insurance applies.

The amount of such reimbursement is limited as described in Paragraph d. below. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "crisis event" only if The "bodily injury" or "property damage" is caused by a "certified act of terrorism" that takes place in the "coverage territory" during the policy period.
- c. We will reimburse "crisis management expenses" only if:
 - (1) The expenses are incurred within one year of the date the "certified act of terrorism" took place; and
 - (2) The expenses are reported to us within one year of the date the expenses were incurred.
- d. The Aggregate Limit and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Certified act of terrorism"; or
 - (3) "Crisis events".

The Aggregate Limit of \$100,000 is the most we will reimburse you for the sum of all "crisis management expenses" incurred for all " crisis events" occurring during the policy period.

- e. The following additional definitions applicable to this endorsement supersede any similar definitions in the policy.
 - (1) "Crisis event" means an emergency situation, which results in significant adverse regional or national media coverage about you

- (2) "Crisis management expenses" means those expenses incurred for services provided by a "crisis management firm". However, "crisis management expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your "employees".
- (3) "Crisis management firm" means any qualified service provider you hire.



hotel nikko san francisco

Faina Akselrud - Sales Department
222 Mason Street
San Francisco, CA 94102
Email: fakselrud@hotelnikkosf.com
Telephone: 415-394-1184
Fax: 415-421-0455

Mt. Diablo High School Senior Prom 2018
Event date: 4/28/2018
2450 Grant Street
Concord, CA 94520

Purchase Requisition #
Deposit Schedule

Account ID: CMTD18

| Date | Reference | Charges | Credits | Amount |
|------|---------------------------------|---------|---------|--------------------|
| | 1st Deposit (October 1, 2017) | | | \$6,000.00 |
| | 2nd Deposit (October 31, 2017) | | | \$4,293.27 |
| | 3rd Deposit (December 22, 2017) | | | \$4,293.27 |
| | 4nd Deposit (April 28, 2018) | | | \$4,293.26 |
| | Total Estimated Charges | | | \$18,879.80 |
| | Total Deposit Due | | | \$18,879.80 |
| | Deposit Due Date | | | as above |

| Current | 30 to 60 Days | 60 to 90 Days | Over 90 Days |
|---------------------------|---------------|---------------|--------------|
| Remit to: | | | |
| Hotel Nikko San Francisco | | | |
| Accounts Receivable | | | |
| 222 Mason Street | | | |
| San Francisco, CA 94102 | | | |