

Purchase Requisition # R92117

On File ✓ W-9 Insurance
Junior Prom SF Spirit Yacht
APR Received
APR 26 2016
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 17th day of April, 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:

\$ 30,000 total fee for Services 358-3936-49-5800 \$ 25,000.00

The basis of the fee for Services shall be as follow 358-3936-49-5100 \$ 5,000.00

- a. \$ _____ per hour,
 - b. \$ _____ per day, or
 - c. \$ 30,000 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 4/17/16. 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.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

INSURANCE REQUIREMENTS	
No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:	
Limits:	_____
Other:	_____
The initials of the Superintendent, or his/her designee, and the General Counsel, are <u>required</u> to waive or modify any insurance requirements in this Agreement:	
_____ Superintendent	_____ General Counsel

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 Prosser
 Address: 286 Brady St
Martinez, CA 94553
 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

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

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

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: [Signature] 4-19-16
Principal/Budget Administrator Date

Title: Michael McAlister, Principal
Print Name and Title

Events To The T, Inc.
Independent Contractor/Consultant

By: [Signature] 4/17/16
Signature of Contractor/Consultant Date

Title: Toby Proeschler - CEO
Print Name and Title

Authorized and Approved by:

[Signature] 5/3/16
Assistant or Associate Superintendent Date

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

[Signature] 4-19-16
Originator's Signature Date

Michael McAlister, Principal
Print Name of Originator and Title

Northgate High School
Site/Department Originating this Contract

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

NHS ASB - Junior Class 218-00

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

[Handwritten mark]

EXHIBIT A

LIST OF SERVICES 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

\$2500⁰⁰ Initial deposit upon contract approval
\$5000⁰⁰ 2/15/17
\$22,500⁰⁰ 3/10/17

(This section contains multiple horizontal lines for additional payment schedule entries.)

(Handwritten signature or initials)

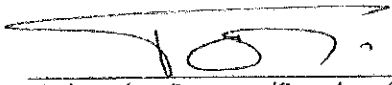
EXHIBIT B CRIMINAL BACKGROUND CHECK CERTIFICATION

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

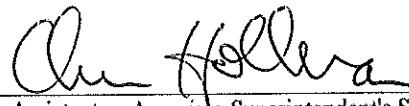
Name of Independent Consultant/Contractor:	<u>Events To The T, Inc.</u>
Services to be performed under the Agreement:	<u>Event Planning</u>
Schools/Locations where services will be performed:	<u>Northgate HS / SF Bay</u>
Total amount to be paid by the District under this Agreement:	<u>\$ 36,000.⁰⁰</u>
Term of Agreement:	
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input checked="" type="checkbox"/> I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement.
2A	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> 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

Toby Proescher 4/17/16
 Print Name Date
 Independent Contractor/Consultant


 Assistant or Associate Superintendent's Signature

Chris Holleran 5/3/16
 Print Name Date
 Assistant or Associate Superintendent



Junior Prom 2017

R92117

Events to the 'T' Inc

286 Brady Street
Martinez, CA 94553

(925) 335-0633 Office
(925) 525-8629 Cell
(925) 335-9797 Fax

www.Sfproms.com

EVENT CONTRACT

This agreement is entered into on April 17, 2016 between EVENTS TO THE 'T' Inc. and NORTHAGTE HIGH SCHOOL/MDUSD, Walnut Creek, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

- ___ 1. For the engagement described hereinafter Events To The 'T' Inc. will provide:
 - SF Spirit Yacht - COI + Coast Guard COI attached
 - Food: Dessert Bar
 - Drinks: Unlimited Soft Drinks, Coffee, Tea, & Water
 - Entertainment (TBD)
 - Decorations (TBD)
 - Two Million Dollar Venue Insurance Policy Coverage
 - Facility Set-Up & Clean-Up
 - Facility Security (4) - guards are BSIS qualified + have CA guard cards which require FBI/DOJ live scans
 - Events to the 'T' Inc. Manager

- ___ 2. Event Boarding Location:
 - San Francisco Spirit
 - Broadway St. Jack London Square
 - Oakland, CA 94607

- ___ 3. Date(s) / Time (s) of engagement:
 - Saturday, March 25, 2017
 - 3:00p.m. - 5:00p.m. Set-up in SF
 - 5:45p.m. Boarding
 - 6:00p.m. -9:45p.m. Cruise
 - 9:45p.m.-10:00p.m. Disembark

- ___ 4. Agreed upon compensation for engagement:
 - \$30,000.00 for 400 Students (\$75.00 each)
 - All entertainment, décor, and additional food items to be added later

- ___ 5. Deposit schedule:

\$ 2,500.00	To Reserve
\$ 5,000.00	2/15/17
\$ 22,500.00 (+additions)	3/10/17

R92117

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286 Brady Street
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www.SFproms.com

TERMS OF AGREEMENT

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

TERMINATION OF AGREEMENT

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

The undersigned, _____, acting as an authorized agent of Northgate High School/MDUSD hereby accepts and agrees to the terms of the contract and as recognition thereof has signed below.

MDUSD

(Name of Client)

(Area Code & Phone Number)

1936 Carlotta Dr.
(Mailing Address)

Concord
(City)

CA
(State)

94519
(Zip)

(Signature of Client)

(Date)



4/17/16

(Toby Proescher, Events to the 'T' Inc.)

(Date)



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Events to the 'T' Inc

286 Brady Street
Martinez, CA 94553

(925) 335-0633 Office
(925) 525-8629 Cell
(925) 335-9797 Fax

=====www.Sfproms.com=====

MENU SELECTION

Ghirardelli Square, Streets of SF Station

Chocolate Dipped Strawberries
Assorted Mini Cupcakes- Chocolate, Red Velvet, and Vanilla Bean
Fresh Fruit Tarts
Coconut Macaroons
Ghirardelli Chocolates

BEVERAGES

Unlimited Soft Drinks
Coffee
Tea
Water

DÉCOR INCLUDED

Linen & Cloth napkins
Votives
LED lighting in your choice of colors





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2016

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).

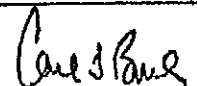
PRODUCER Hiscox Inc. d/b/a Hiscox Insurance Agency in CA 620 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No.): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Events To The T, Inc. 2764 Venado Camino Walnut Creek CA 94598	INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 ISBR INSD	Y	Y	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 GENL 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	12/02/2015	12/02/2016	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 - COM/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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
Ml. Diablo Unified School District, its officers, officials, agents, employees and volunteers are additional insureds.

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

Policy Number: UDC-1666925-BOP-15
Named Insured: Events To The 'T', Inc.
Endorsement Number: 19
Endorsement Effective: December 07, 2015

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:

- 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.



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

Certification Date: 20 Apr 2015
Expiration Date: 28 Apr 2020
IMO Number:

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 SAN FRANCISCO SPIRIT	Official Number 971235	Call Sign WAZ3708	Service Passenger (Inspected)
Hailing Port SAN FRANCISCO CA	Hull Material Steel	Horsepower 1080	Propulsion Diesel Reduction
Place Built FREELAND, WA UNITED STATES	Delivery Date 08Jun1991	Date Keel Laid 01Dec1990	Gross Tons R-98 I-942
		Net Tons R-67 I-282	DWT R-137.5 I-137.5
Owner HORNBLOWER FLEET LLC PIER 3, THE EMBARCADERO SAN FRANCISCO CA 94111 UNITED STATES	Operator HORNBLOWER SAN FRANCISCO SPIRIT LLC PIER 3 THE EMBARCADERO SAN FRANCISCO CA 94111 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 ty pe rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	1 Senior Deckhand
0 3rd Mate/OICNW	0 1st Class Pilot	4 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 374 passengers, 10 other persons in crew, 0 persons in addition to crew, and no others.
Total persons allowed: 390

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds plus Limited Coastwise---

LAKES, BAYS AND SOUNDS: LIMITED TO SAN FRANCISCO BAY AND ITS TRIBUTARIES. WHEN ENGAGED ON THE LAKES, BAYS AND SOUNDS ROUTE, THE VESSEL'S PASSENGER CAPACITY IS INCREASED TO 834 FOR A TOTAL OF 850 PERSONS ALLOWED.

WHEN OPERATING ON THE LAKES, BAYS, AND SOUNDS ROUTE, THE CREW MAY BE REDUCED TO ONE MASTER AND THE FOLLOWING:

PASSENGERS	NUMBER OF DECKHANDS REQUIRED
1 TO 149	ONE SENIOR DECKHAND, TWO DECKHANDS
150 TO 299	ONE SENIOR DECKHAND, THREE DECKHANDS

*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at San Francisco, CA, the Of ficer in Charge, Marine Inspection, Sector San Francisco certified the vessel, in all respects, is in conf ormity with the applicable vessel inspection law s and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections				This certificate issued by: N.A. VAUGHAN PCDR, USCG, By Direction Officer in Charge, Marine Inspection Sector San Francisco Inspection Zone
Date	Zone	A/P/Q	Signature	
-	-	-	-	
-	-	-	-	
-	-	-	-	



Certificate of Inspection

Certification Date:
20Apr2015

SAN FRANCISCO SPIRIT

300 TO 499	ONE SENIOR DECKHAND, FOUR DECKHANDS
500 to 700	ONE SENIOR DECKHAND, FIVE DECKHANDS
701 to 834	ONE SENIOR DECKHAND, SIX DECKHANDS

WHEN CARRYING MORE THAN 600 PASSENGERS, THE WATER TIGHT DOOR AT FRAME 20 BETWEEN THE GALLEY AND GALLEY STOREROOM MUST BE CLOSED.

WHEN THE VESSEL IS AWAY FROM A SHORE SIDE DOCK, OR HAS PASSENGERS ONBOARD, 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 ONBOARD THE VESSEL. THE SENIOR DECKHAND SHOULD BE QUALIFIED AND TRAINED IN ACCORDANCE WITH THE GUIDANCE IN NVIC 1-91.

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

THIS VESSEL PARTICIPATES IN THE SAN FRANCISCO VESSEL MUTUAL ASSISTANCE PLAN AND MUST CONFORM TO THE PROCEDURES AND CARRY THE MINIMUM SAFETY EQUIPMENT REQUIRED BY THE PLAN.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	31Mar2017	19Mar2015	03Apr2013
Internal Structure	31Mar2017	19Mar2015	03Apr2013

---Stability---

Letter Approval Date / 05Dec2011 Office/ msc

---Lifesaving Equipment---

	Number	Persons		Required
Total Equipment for		850	Life Preservers (Adult)	850
Lifeboats (Total)	0	0	Life Preservers (Child)	85
Lifeboats (Port)*	0	0	Ring Buoys (Total)	3
Lifeboats (Starbd)*	0	0	With Lights*	1
Motor Lifeboats*	0	0	With Line Attached*	1
Lifeboats W/Radio*	0	0	Other*	1
Rescue Boats/Platforms	0	0	Immersion Suits	0
Inflatable Rafts	0	0	Portable Lifeboat Radios	0
Life Floats/Buoyant App	18	360	Equipped with EPIRB?	Yes
Inflatable Bouyant App (IBA)	1	30	(* included in totals)	

---Fire Fighting Equipment---

Number of Fireman Outfits/ 0 Number of Fire Pumps/ 2

Hose information

Qty	Diameter	Length
5	1.5	Other

Fixed Extinguishing Systems



Department of Homeland Security
United States Coast Guard

Certificate of Inspection

Certification Date:
20Apr2015

SAN FRANCISCO SPIRIT

Fire Extinguishers - Hand portable and semi-portable

Qty	Class Type
-----	------------

1	B-I
4	B-II

END

Michele McKimmie

From: Toby P <toby@lavishevents.com>
Sent: Monday, May 02, 2016 3:56 PM
To: Michele McKimmie
Subject: Fwd: COI and Security info for Northgate HS 2017 Junior Prom
Attachments: Spirit COI.pdf; MASTER COPY HORNBLOWER CERTIFICATE REQUEST FORM 2015 (3).pdf

See below in red:
I think this answers your questions for both events now.
Let me know if you need anything else.
Thank you

----- Forwarded message -----

From: Janet Manquen <jmanquen@hornblower.com>
Date: Mon, May 2, 2016 at 3:00 PM
Subject: COI and Security
To: Toby P <toby@lavishevents.com>

Toby,

Both COI (insurance) and COI (Coast Guard) forms are attached.

Here is the response from our security company...

"Yes all guards under our employment are BSIS qualified. They have CA guard cards which require FBI/DOJ live scans be completed."

Sincerely,

Janet Manquen
Sales Manager
Hornblower Cruises & Events

Pier 3, Hornblower Landing
San Francisco, CA 94111
P: 415-635-2262
F: 415-434-0425

Office Hours: Monday through Friday 7:30am - 4:30pm

Connect: hornblower.com [@twitter](https://twitter.com/hornblower) [@facebook](https://facebook.com/hornblower)



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Toby Proescher | CEO

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