

Northgate Senior Ball 2011

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

1936 Carlotta Drive  
Concord, CA 94519

PERSONNEL SERVICES

ST. BALL

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JAN 11 2011

General Counsel  
MDUSD

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

DEC 21 2010

MDUSD

THIS AGREEMENT is made this 3 day of November, by and between the Mt. Diablo Unified School District (hereinafter "District") and The Event Group (hereinafter "Contractor").

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

1. Performance of Services

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

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

\$ 46,000.00 total fee for Services

358-3936-49-5800  
BUDGET CODE

The basis of the fee for Services shall be as follows:

- a. \$ \_\_\_\_\_ per hour,
- b. \$ \_\_\_\_\_ per day, or
- c. \$ 46,000.00 per engagement.

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Check one:

- Partial Payments: Contractor shall invoice District on a monthly basis of as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Budget & Fiscal Services

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 11.03.10. 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,

Purchase Requisition # RL2614

vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>The Event Group</u>
1936 Carlotta Drive	Address: <u>7700 Edgewater Drive # 647</u>
Concord, CA 94519-1397	<u>Oakland, CA 94621</u>
Attn: Superintendent	Phone: <u>510.632.8773/510.376.2326 (Ami's cell)</u>
	Fax: <u>510-632-8410</u>
	Tax ID #: <u>94-3231986</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

Revised 10/19/09  
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that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature]  
Budget Administrator Date

By: [Signature] 3 Nov 10  
Date

Title: Principal, Northgate H.S.

Title: President, Northern California

Authorized by: \_\_\_\_\_  
Assistant or Associate Superintendent Date

Approved: \_\_\_\_\_  
Assistant Superintendent of Personnel Date

**TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR**

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

\_\_\_\_\_  
Administrator's Signature Date

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

Originator's Signature [Signature]  
Jon Campopiano  
VP - NHS

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC  
ASB  
Senior Class 211

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

**LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR**

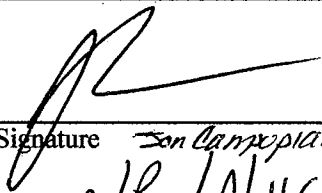
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Event planning services throughout the year and implementation of the Northgate High School Senior Ball on May 7, 2011 at the Mark Hopkins Hotel.

*See Attached  
Exhibit "A"*

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Services of Contractor arranged by

  
Signature *Sen Campopiano*  
*VP / NHS*  
Department / School

Northgate H. S.  
SR BALL "BENCHMARKS"



Exhibit "A"

January 14, 2011

Jon Campopiano  
Northgate High School  
495 Castlerock Road  
Walnut Creek, CA 94598

Dear Jon,

Below is a timeline for payments and contracts for the Senior Ball on May 7, 2011 at the Mark Hopkins Hotel.

Facility and Catering: Contract signed and delivered October 26, 2010. A deposit will go out the minute I get approval from you. Final payment will be made 10 days in advance of the event, April 27, 2011.

Disc Jockey: Selection and booking will take place by February 21, 2011 after the students have had a chance to interview DJs. A contract will be signed immediately and a deposit sent. Balance will be paid on the night of the Ball, May 7, 2011.

Should the students choose to have any other vendors bring something to the Ball (i.e. magician, ice sculpture), the contracts and deposits will be sent immediately. Balances paid the night of the event.

Security is being waived; Northgate chaperones will be in charge of the students.

Please do not hesitate to call should you need additional details or information.

Yours,



Ami Peterson  
President ~ Northern California  
The Event Group

R62614

The Event Group  
7700 Edgewater Drive # 647  
Oakland, CA 94621  
Office: 510-632-8773  
Fax: 510-632-8410

### EVENT AGREEMENT

**REVISED 11.03.10**

TRANSACTION DATE: SEPTEMBER 30, 2010

DATE OF EVENT: MAY 07, 2011 [SAT]

CLIENT: NORTHGATE HIGH SCHOOL

ADDRESS: 425 CASTLEROCK RD., WALNUT CREEK, CA 94598

SCHOOL PHONE: 925.938.0900 X 2191 [FAX]: 925.945.6429

ORGANIZER: MR. JON CAMPOPIANO

FUNCTION: SENIOR BALL

ATTENDANCE: UP TO 475 MINIMUM GUARANTEE: 400

ARRIVAL TIME: 7:00 PM EVENT DATE: 7:00 - 11:00 AM

COST: \$115.00 PER STUDENT DEPOSIT: \$20,000.00

DEPOSIT DUE: INSTALLMENTS BALANCE DUE: 04/20/11 \$26,000.00\*

*\*(Based on minimum guarantee only)*

**YOUR EVENT WILL INCLUDE:**

- FOUR HOURS USE OF THE MARK HOPKINS PEACOCK , FLORENTINE & GARDEN ROOMS  
(Located at: 2 New Montgomery, San Francisco)
- GOURMET PLATED DINNER
- UNLIMITED SODAS, JUICES AND TEA
- DISC JOCKEY [OF YOUR CHOOSING] WITH LIGHT SHOW
- TABLES, CHAIRS, LINENS
- FLORAL CENTERPIECES
- ADDITIONAL INSURANCE TO MDUSD & FACILITY
- ALL SET-UP AND CLEAN-UP
- EVENT PLANNING SERVICES THROUGHOUT THE YEAR
- EVENT GROUP HOST, STAFF AND SECURITY

A non-refundable deposit payment of \$10,000.00 is due on DECEMBER 15, 2010. A SECOND PAYMENT OF \$10,000 will be due by FEBRUARY 1, 2011. A FINAL PAYMENT OF \$26,000.00 AND FINAL COUNT INCLUDING CHAPERONES WILL BE DUE 04/20/10. (This amount equals the guaranteed minimum multiplied by the per student ticket price, less the deposit). \*\*\*ANY COUNT GIVEN AFTER THIS DATE WILL BE CHARGED A 10% SURCHARGE\*\*\*. THE EVENT GROUP RESERVES THE RIGHT TO CANCEL ANY EVENT IF FULL MINIMUM BALANCE DUE IS NOT RECEIVED ONE WEEK PRIOR TO THE EVENT DATE. Any tickets sold after your minimum is met must be paid by certified funds no later than two days prior to the event. **Your minimum is 400 students.** Three chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. **Cancellation policy:** Deposits are non-refundable.. *(Please see contract terms under separate cover).*  
**Please make checks payable to: "THE EVENT GROUP".**

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_



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General Counsel  
MDUSD

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above <b>The Event Group</b>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>7700 Edgewater Drive, Suite 347</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Oakland, CA 94621</b>	
List account number(s) here (optional)	

### 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 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.

Social security number
or
Employer identification number
<b>94                      3231986</b>

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

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 1/10/2011

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 <b>Brown &amp; Brown of California, Inc.</b> 500 N. State College Blvd. Suite 400 Orange CA 92868 INSURED  <b>The Event Group</b> 370 Amapola Ave. Suite 104 Torrance CA 90501	CONTACT NAME: <b>Judith Villalobos</b> PHONE (A/C No. Ext): <b>(714) 221-1800</b> FAX (A/C No.): <b>(714) 221-4196</b> E-MAIL ADDRESS: <b>jvillalobos@bbsocal.com</b> PRODUCER CUSTOMER ID #: <b>00045083</b>
	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Great Divide Insurance Company</b> NAIC # <b>25224</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: **MMBTR 10/11 PKG & UMS** 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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ <b>1,000,000</b>	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ <b>100,000</b>	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<b>CPA1006139</b>	<b>7/20/2010</b>	<b>7/20/2011</b>	MED EXP (Any one person) \$ <b>Excluded</b>	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ <b>2,000,000</b>	
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>	
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$	
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$	
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	NON-OWNED AUTOS					\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ <b>1,000,000</b>	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$	
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ <b>10,000</b>		<b>CPAL006140</b>	<b>7/20/2010</b>	<b>7/20/2011</b>	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$	
	<b>Business Personal Prop.</b>		<b>CPAL006139</b>	<b>7/20/2010</b>	<b>7/20/2011</b>	E.L. DISEASE - POLICY LIMIT \$	
Limit: \$15,000 (total Lva. 1 & 2)						<b>Ded: \$1,000</b>	
Replacement Cost						<b>90% Co-Ins.</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: High School Prom, Event to take place in May, 2011  
 The Certificate Holder is included as Additional Insured as respects to General Liability regarding operations of the Named Insured.

<b>CERTIFICATE HOLDER</b>  Mt. Diablo Unified School District Attn: Cindy Koll 1936 Carlotta Dr. Concord, CA 94519	<b>CANCELLATION</b>  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  Roger Emmons/JVILLA
---	---



CPA 1006139 - 15

07/20/10

CTN

07/20/10

CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)

As Required by Written Contract

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

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule 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:

- A. In the performance of your ongoing operation; or
- B. In connection with your premises owned by or rented to you.

Purchase Requisition # PR62506

Northgate Junior Prom  
2011

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1936 Carlotta Drive  
Concord, CA 94519

PERSONAL SERVICES  
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Budget & Fiscal Services

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vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

- 5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
- 6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
- 7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
- 8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Name: <u>The Event Group</u>
1936 Carlotta Drive	Address: <u>7700 Edgewater Drive # 647</u>
Concord, CA 94519-1397	<u>Oakland, CA 94621</u>
Attn: Superintendent	Phone: <u>510.632.8773/510.376.2326 (Ami's cell)</u>
	Fax: <u>510-632-8410</u>
	Tax ID #: <u>94-3231986</u>

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

JAN 11 2011

Purchase Requisition # PR 62506

that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. **Attorneys' Fees.** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: [Signature] 12-6-10  
 Budget Administrator Date  
 Title: Principal, Northgate H.S.

By: [Signature] 3 Nov 10  
 Date  
 Title: President, Northern California

Authorized by: \_\_\_\_\_  
Assistant or Associate Superintendent Date

Approved: \_\_\_\_\_  
Assistant Superintendent of Personnel Date

**TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR**

It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.

OR

This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.

\_\_\_\_\_  
 Administrator's Signature Date

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

[Signature]  
 Originator's Signature John McMorris

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC  
NHS ASB acct # 2012  
Summer Class

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General Counsel  
M/D/SD

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

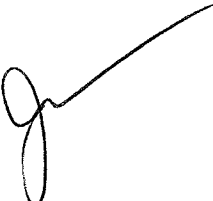
Purchase Requisition # PR 62506  
**EXHIBIT A**

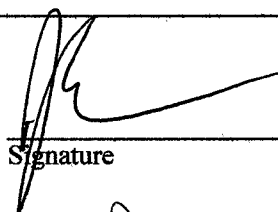
**LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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Event planning services throughout the year and implementation of the Northgate High School Junior Prom on March 26, 2011 at Sequoyah Country Club.

Services of Contractor arranged by

  
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MDUSD

  
\_\_\_\_\_  
Signature

Vice Principal  
Department / School San Camptano



PR 62506

January 25, 2011

Jon Campopiano  
 Northgate High School  
 495 Castlerock Road  
 Walnut Creek, CA 94598

Dear Jon,

Below is a timeline for payments and contracts for the Junior Prom on March 26, 2011 at the Sequoyah Country Club.

Facility and Catering: Contract signed and delivered October 26, 2010. A deposit was sent on December 6, 2010. Final payment will be made 10 days in advance of the event, March 14, 2011.

Disc Jockey: A disc Jockey was secured on January 10, 2011. Balance will be paid on the night of the Ball, May 7, 2011.

Security was hired on December 10, 2010.

Should the students choose to have any other vendors bring something to the Prom (i.e. magician, ice sculpture), the contracts and deposits will be sent immediately. Balances paid the night of the event.

Please do not hesitate to call should you need additional details or information.

Yours,

Ami Peterson  
 President ~ Northern California  
 The Event Group

The Event Group  
 7700 Edgewater Drive, Suite 647 Oakland, CA 94621  
 510-632-8773 510-632-8410 fax

*Original to County  
 1-26*

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PR 62506

The Event Group  
7700 Edgewater Drive # 647  
Oakland, CA 94621  
Office: 510-632-8773  
Fax: 510-632-8410

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General Counsel  
MDUSD

**EVENT AGREEMENT**

*Jr. Prom*

**REVISED 11.03.10**

TRANSACTION DATE: OCTOBER 1, 2010

DATE OF EVENT: MARCH 26, 2011 [SAT]

CLIENT: NORTHGATE HIGH SCHOOL

ADDRESS: 425 CASTLEROCK RD., WALNUT CREEK, CA 94598

SCHOOL PHONE: 925.938.0900 [FAX]: 925.945.6429

ORGANIZER: MR. JON CAMPOPIANO

FUNCTION: JUNIOR PROM

ATTENDANCE: UP TO 450 MINIMUM GUARANTEE: 400

ARRIVAL TIME: 8:00 PM EVENT DATE: 8:00 - 12:00 AM

COST: \$65.00 PER STUDENT DEPOSIT: \$10,000.00

DEPOSIT DUE: INSTALLMENTS BALANCE DUE: 03/19/11 \$16,000.00\*

*\*(Based on minimum guarantee only)*

**YOUR EVENT WILL INCLUDE:**

- FOUR HOURS USE OF **SEQUOYAH COUNTRY CLUB**  
(Located at: 4550 Heafy Road, Oakland)
- GOURMET DESSERT BUFFET
- UNLIMITED SODAS, JUICES, WATER & COFFEE
- DISC JOCKEY [OF YOUR CHOOSING] WITH LIGHT SHOW
- TABLES, CHAVARI CHAIRS, LINENS
- FLORAL CENTERPIECES
- COAT CHECK EQUIPMENT
- ADDITIONAL INSURANCE TO MDUSD & FACILITY
- ALL SET-UP AND CLEAN-UP
- EVENT PLANNING SERVICES THROUGHOUT THE YEAR
- EVENT GROUP HOST, STAFF AND SECURITY

A non-refundable deposit payment of \$5,000.00 is due on DECEMBER 15, 2010. A SECOND PAYMENT OF \$5,000 will be due by FEBRUARY 1, 2011. A FINAL PAYMENT OF **\$16,000.00 WILL BE DUE 03/19/11.** (This amount equals the guaranteed minimum multiplied by the per student ticket price, less the deposit). **\*\*\*ANY COUNT GIVEN AFTER THIS DATE WILL BE CHARGED A 10% SURCHARGE\*\*\*.** **THE EVENT GROUP RESERVES THE RIGHT TO CANCEL ANY EVENT IF FULL MINIMUM BALANCE DUE IS NOT RECEIVED ONE WEEK PRIOR TO THE EVENT DATE.** Any tickets sold after your minimum is met must be paid by certified funds no later than two days prior to the event. **Your minimum is 400 students.** Three chaperones per 100 students are complimentary. Any additional people brought by your group, including service vendors, must be paid for. **Cancellation policy:** Deposits are non-refundable. (Please see contract terms on reverse).

Please make checks payable to: "THE EVENT GROUP".

THIS AGREEMENT IS SIGNED AND THEREBY ACCEPTED ON: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above <b>The Event Group</b>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>7700 Edgewater Drive, Suite 647</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Oakland, CA 94621</b>	
List account number(s) here (optional)	

### 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
OR
Employer identification number
94 : 3231986

### Part II Certification

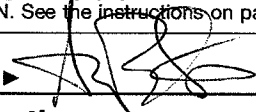
Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶



Date ▶

3 Nov 10

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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