

Purchase Requisition # 101949

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OCT 06 2017

BUDGET & FISCAL SERVICES

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

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

THIS AGREEMENT is made this 18th day of September, by and between the Mt. Diablo Unified School District (hereinafter "District") and Hornblower Yachts, LLC (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 \$ 45,904.27 for Services 326 - 3936 - 49 - 5800 \$ 45,904.27

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

- a. \$ per hour, - - - \$
b. \$ per day, or - - - \$
c. \$ 45,904.27 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 September 18th, 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 ____ 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: modify \$2 mil occurrence to \$1 mil occurrence

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: Hornblower Cruises & Events
Attn: Janet Manquen
Address: Pier 3, Hornblower Landing
San Francisco, CA
Phone: 415-635-2262
Fax: 415-434-0425
Tax ID #: 94-2699024

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] 9/21/17
Signature of Principal/Budget Administrator Date

Title:

Rianne Pfaltzgraff, Principal
Print Name and Title

Authorized and Approved by:

Hornblower Yachts

Name of Company/Organization or Independent Contractor/Consultant

By:

[Signature] 9-26-2017
Signature of Contractor/Consultant Date

Title:

Janet Manquen, S. Sales Manager
Print Name and Title

Superintendent or Designee

Date

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

[Signature] 9/19/17
Originator's Signature Date

Morgan Maras, Secretary
Print Name of Originator and Title

Concord High School
Site/Department Originating this Contract

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

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

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RECEIVED

OCT 26 2017

BUDGET & FISCAL SERVICES

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

Date of Service: May 11, 2019

Services to be provided: Four hours of boat rental, security guards, and buffet

Payment Schedule:

First Payment	11/30/17	\$5,000	
Second Payment	12/11/18	\$15,000	— \$20,000 after Board approval 1/8/18
Third Payment	5/11/19	\$25,904.27	

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:	Homblower Yachts, LLC
Services to be performed under the Agreement:	See Exhibit A
Schools/Locations where services will be performed:	Homblower Yacht boat
Total amount to be paid by the District under this Agreement:	\$ 45,904.27
Term of Agreement:	attached (charter summary)
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input 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	<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."

Janet M Manquen
 Independent Contractor/Consultant Signature
 Janet M Manquen 9-26-2017
 Print Name Date
 Independent Contractor/Consultant

Chris Hoileran 12/7/17
 Superintendent or Designee's Signature
 Chris Hoileran 12/7/17
 Print Name Date
 Superintendent or Designee's Signature

**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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HORNBLOWER YACHTS, LLC	
	2 Business name/disregarded entity name, if different from above HORNBLOWER CRUISES AND EVENTS	
	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 checked="" 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) ▶ 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. <input type="checkbox"/> Other (see instructions) ▶	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>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) PIER 3 HORNBLOWER LANDING	Requester's name and address (optional)
	6 City, state, and ZIP code SAN FRANCISCO, CA 94111	
	7 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 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								
			-				-	
or								
Employer identification number								
9	4		-	2	6	9	9	0 2 4

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); and
4. 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 ▶

Date ▶

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/fw9.

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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-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:

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, and
4. 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)

12/31/2017

11/1/2017

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 Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1376073 Hornblower Group, Inc. Hornblower Cruises & Events Pier 3, Hornblower Landing San Francisco CA 94111	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Navigators Insurance Company		42307
	INSURER B : Philadelphia Insurance Company		23850
	INSURER C : Great American Insurance Company		16691
	INSURER D : American Longshore Mutual Association		0
	INSURER E :		
INSURER F :			

COVERAGES HORCR01

CERTIFICATE NUMBER: 15036723

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Keepers Legal <input checked="" type="checkbox"/> Host Liquor Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SF16MPK00504901	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	PHPK1593759	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	SF15LIA00504901(1st Ex)	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC409268502 (State Act) ALMA01135-02 (USL&H)	12/31/2016 12/31/2016	12/31/2017 12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Protection & Indemnity	N	N	SF16MPK00504901 (P&I)	12/31/2016	12/31/2017	\$1,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Concord High School - Vessel Charter on the California Hornblower. Mt. Diablo Unified School District, its officers, officials, employees and volunteers are included as Additional Insureds as respects General Liability as required by written contract.

CERTIFICATE HOLDER

15036723

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Navigators Insurance Company

NAMED INSURED: Hornblower, Inc., et al (As Per Schedule of Named Insureds)
Alcatraz Cruises, LLC, et al (As Per Schedule of Named Insureds)
Statue Cruises, LLC, et al (As Per Schedule of Named Insureds)
Hornblower Canadian Operating Entities, et al (As Per Schedule of Named Insureds)

EFFECTIVE DATE: December 31, 2016

ATTACHED TO AND FORMING A PART OF POLICY NO: SF16MPK00504901
SF16LIA00504902
SF16LIA00504903
SF16CAR00504904

This Endorsement applies to Section D – Protection And Indemnity, Section E – Marine General Liability, Section F – Charterer's And Non Owned Watercraft Liability, Section G – Contingent Concessionaire's Liability, Section H – Marina Operator's, Wharfinger's And Terminal Operator's Liability and Section I – First Layer Excess Liability only.

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that MT DIABLO UNIFIED SCHOOL DISTRICT, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS

and the commissioners, officers, directors and employees thereof while operating in their capacity as such are hereby named as **ADDITIONAL INSUREDS** under this policy as respects the legal liability of the Named Insured for Bodily Injury or Property Damage to third parties and defense of such claims and lawsuits arising out of the ownership, operation or use of premises and/or negligent work or operations and/or ownership or operation of vessels of the Named Insured and its officers, employees and/or sub-contractors during the term of this policy.

It is also expressly understood that this provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Named Insured.

This policy shall be the **principal coverage** as respects the liabilities of the NAMED INSURED and any other insurance carried by the ADDITIONAL INSURED shall **not be contributory** as respects the liabilities of the Named Insured. Nor shall the Additional Insured be responsible for any premium or deductibles hereunder.

This Endorsement shall include "Severability of Interest" as respects the liabilities of each Insured named hereon, but the naming of Additional Insured(s) hereto shall not increase the limit of liability of this policy arising out of any one accident or occurrence.

In the event of cancellation of the policy or this endorsement or material change in coverage of this policy, 30 days written notice shall be given to: MT DIABLO UNIFIED SCHOOL DISTRICT

1936 CARLOTTA DRIVE
CONCORD, CA 94519

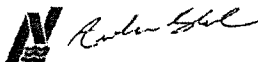
Subject otherwise to all policy clauses and conditions.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

Issued in San Francisco, California this December 15th, 2016

NAVIGATORS MANAGEMENT
COMPANY, INC.

NAVIGATORS INSURANCE COMPANY



BY: _____



Marine Division

433 California Street, Suite 300
San Francisco, CA 94104
California License No. 0D60850

Scanned to
Janet 9/26



Over 35 years of Excellence
Serving Our Guests

Booking #: 193203
Leah Darby
Concord High School
4200 Concord Blvd
Concord, CA 94521-1094
650-868-3646 Phone

Date: 08/31/2017
Sales Manager: Janet Manquen
Phone: 415-635-2262

Charter Summary

Scheduled Activity

Date: Saturday, May 11, 2019

Board: 7:30PM at SF - Pier 3, On the
Embarcadero at Washington St.

From: 7:59PM to: 11:29PM

Venue: California Hornblower

Deposit Information

Deposit Amount: \$20,000.00

~~\$20,000.00~~
\$5,000

Date Required: 09/07/2017

Date Received:

Guest Count: 450

Welcome Aboard Concord High School!

Thank you for your reservation with Hornblower Cruises & Events on 05/11/2019.

Please review this Charter Summary to ensure that it is consistent with your plans. Your charter may be confirmed with a ~~\$20,000.00~~ deposit which should be sent to our office at Pier 3, Hornblower Landing, San Francisco, CA 94111. Your deposit is due on 09/07/2017.

~~\$20,000.00~~
\$5,000

Along with the deposit, a signed copy of this Agreement is required. Your menu selection should be made no longer than one month prior to sailing, if possible. Your guaranteed guest count is required 14 working days prior to the event, and the final balance is due 10 working days prior.

Feel free to call with any questions or changes you may have. We look forward to welcoming you and your guests aboard!

Sincerely,
Janet Manquen

Phone: 415-635-2262
Email: jmanquen@hornblower.com

Group Profile

Onboard Contact

Guaranteed Guest Count

Due 04/27/2019 (14 working days prior to sailing)

Guaranteed Guest Count, 14 days prior

450 person minimum

Chaperones Complimentary 1 Per 30 Students

Terms of Payment

Deposit: In order to hold pricing a ~~\$20,000.00~~ ^{\$5000} deposit must be received by 09/07/2017.

Final balance due 05/01/2019 (10 days prior to sailing).

Itinerary

7:30PM - 7:59PM, Boarding at **SF - Pier 3, On the Embarcadero at Washington St.**

7:59PM - 11:14PM, Event Time

11:14PM - 11:29PM, Dock and Disembark at **SF - Pier 3, On the Embarcadero at Washington St.**

Beverage Service

Soda Bar - High School Packages

Hosted non-alcoholic bar consisting of unlimited Soft Drinks, Coffee, Tea and Water.

After completion of meal service, glassware will be pulled from the tables and remaining drink service will be provided in plastic cups.

Underage Drinking and Drug Use

Should ANY underage drinking and/ or drug use occur during the event, Hornblower reserves the right to immediately end the event.

No outside beverages, cans or bottles are allowed onboard.

No backpacks or large bags allowed; small purses and bags only. All bags, purses, and belongings are subject to search.

Style of Service

High School Yachting Service SF

Our high school style of service for your event includes:

Dining Tables & Chairs

Linen Tablecloths and Napkins

Flatware

Menu Selections

High School Buffet

Classic Caesar Salad
Grilled Chicken Breast with Mushroom Sauce
Tortellini Marinara
Vegan Garbanzo Bean Casserole
Seasonal Vegetables
Herbed Rice
Fresh Fruit
Fresh Baked Bread and Butter
Assorted Cakes and Cookies

Entertainment

Own Entertainment

Entertainment provided by client.

Vendor Name:

Cell:

Please be sure to have your entertainment contact our Entertainment Manager to discuss the setup details for the event.

Your entertainer's sound system must be self-contained and may not be plugged into the house sound system.

All necessary extension cords and/or gaffer's tape must be provided by your vendor.

*No amplified music is permitted on the outside decks while the yacht is at dock.

Special Enhancements

Security Guard, 1 per 100

For your guests' safety, Hornblower will staff one security guard for every 100 passengers.

*HYI reserves the right to require additional Security at an additional cost to Charterer.

About Your Venue

California Hornblower

The California Hornblower is Hornblower Cruises & Events' flagship yacht and was constructed to blend classic and the contemporary styles. This 183 foot vessel comfortably accommodates up to 550 passengers for dining on three spacious, climate controlled decks. Its expansive sky deck is open for the perfect view of the San Francisco skyline. The luxury yacht highlights dark woods, black and white granite, and rich brass nautical fixtures. Carpeting throughout the vessel is striped with deep mocha, russet and smoky grey, and is accompanied by deep mahogany dance floors to complete the look. All cuisine is freshly prepared in the ship's professional galley by Hornblower's talented chefs and served by attentive, uniformed stewards.

Billing Detail

Item	Qty	Unit Charge	Extended Charge
California	4 HR	\$0.00	\$0.00
COncord High School Prom Package	4542 EA	\$85.00	\$38,250.00
Guaranteed Guest Count, 14 days prior	0 EA	\$0.00	\$0.00
XXX person minimum	0 EA	\$0.00	\$0.00
Chaperones Complimentary 1 Per 30 Students	0 PRS	\$0.00	\$0.00
High School Yachting Service SF	450 EA	\$0.00	\$0.00
Soda Bar - High School Packages	450 EA	\$0.00	\$0.00
Underage Drinking and Drug Use	1 EA	\$0.00	\$0.00
High School Buffet	450 PRS	\$0.00	\$0.00
Own Entertainment	1 EA	\$0.00	\$0.00
Security Guard, 1 per 100	5 EA	\$0.00	\$0.00
Subtotal:			\$38,250.00
Service Charge:			\$3,420.00
Landing Fee:			\$2,295.00
Taxes:			\$1,939.27
Total Taxes & Fees:			\$7,654.27
Total Invoice:			\$45,904.27
Payment Date	Payment Type	Amount	
Total Payments:			\$0.00
Balance (due prior to departure - see Terms of Payment above):			\$45,904.27

Please sign below to reserve your yacht(California Hornblower) for 05/11/2019 from 7:59PM to 11:29PM and return this sheet with your deposit or payment. Contact your Sales Manager, before or after returning this sheet, to finalize the number of guests or to discuss changes to the items listed above.

Please mail payment to the following address:

Hornblower Cruises & Events

Attn: Janet Manquen

Pier 3, Hornblower Landing

San Francisco, CA 94111

Accepted by: _____

Date: 9/26/17

Total additional charges from late changes, or incurred during the cruise: \$ _____

Additional charges accepted by: _____

Date: _____

Final Total: \$ _____

This Charter Summary is made subject to
Hornblower Cruises & Events' Charter Agreement (attached).
Thank you for your patronage!