

**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 5th day of May 2017, by and between the Mt. Diablo Unified School District (hereinafter "District") and Events To The T, Inc (hereinafter "Contractor").

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

1. Performance of Services

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

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

Not to exceed \$ 45,900.00 for Services 358 - 3936 - 49 - 5800 \$ 25,000.00  
 The basis of the fee for Services shall be as follow 358 - 3936 - 49 - 5100 \$ 20,900.00

a. \$ \_\_\_\_\_ per hour, \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_  
 b. \$ \_\_\_\_\_ per day, or **BUDGET CODE(S)**  
 c. \$ 45,900.00 per engagement.

**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 3/24/18. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

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

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit B prior to commencing work under this Agreement.

6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

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

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

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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 **required** to waive or modify any Insurance requirements in this Agreement:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
General Counsel

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

DISTRICT

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

CONTRACTOR

Name: Events To The 'T', Inc.  
Attn: Toby Procscher  
Address: PO Box 3440  
Walnut Creek, CA 94598  
Phone: 925.335.0633  
Fax: 925.335.9797  
Tax ID #: 33-1013077

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

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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] 5.8.17  
Signature of Principal/Budget Administrator Date

Title: Michael McMaster, Principal  
Print Name and Title

Authorized and Approved by:

\_\_\_\_\_  
Superintendent or Designee Date

Events To The 'T', Inc.

\_\_\_\_\_  
Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 5/5/17  
Signature of Contractor/Consultant Date

Title: Toby Proescher- CEO  
Print Name and Title

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

\_\_\_\_\_  
Originator's Signature Date

\_\_\_\_\_  
Site/Department Originating this Contract

\_\_\_\_\_  
Print Name of Originator and Title

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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## 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

Junior Prom event planning:

Book facility  
Schedule entertainment  
Host event

Deposit schedule:

Upon contract signature: \$6000.00

1/24/18 \$20,000.00

3/14/18 \$25,900.00

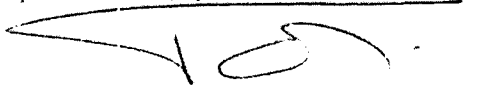
**EXHIBIT B**  
**Contractor REQUIRED to Complete**  
**CRIMINAL BACKGROUND CHECK CERTIFICATION**

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

Name of Independent Consultant/Contractor:		Events To The 'T', Inc.
Services to be performed under the Agreement:		Event Planning
Schools/Locations where services will be performed:		Northgate High School Lake Chalet, Oakland
Total amount to be paid by the District under this Agreement:		\$ 45,900.00
Term of Agreement:		Partial Payments
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
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."

  
 \_\_\_\_\_  
 Independent Contractor/Consultant Signature

Toby Proescher                      5/5/17  
 Print Name                                      Date  
 Independent Contractor/Consultant

\_\_\_\_\_  
 Superintendent or Designee's Signature  
 \_\_\_\_\_  
 Print Name                                      Date  
 Superintendent or Designee's Signature

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/05/2016

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

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


<b>PRODUCER</b> Hiscox Inc. db/a/ Hiscox Insurance Agency in CA 600 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT</b> NAME: _____ PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): _____ E-MAIL: contact@hiscox.com ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company, Inc. NAIC #: 10200 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> Events To The T, Inc. 2754 Venado Camino Walnut Creek, CA 94598		

**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	ADOL SUBR <sup>1</sup> REG. 3970	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG - is on DOP Form GEN'L AGGREGATE LAST APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER. <input type="checkbox"/> LOC OTHER: _____	Y	UDC-1668925-BD9-16	12/02/2016	12/02/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ S/T Each Occ. GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMMOP AGG \$ S/T Gen Agg \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COINSURED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> RETENTION \$ <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> (ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	NA			PER SALARY <input type="checkbox"/> OR <input type="checkbox"/> CH 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)**  
 MI Diablo Unified School District, its officers, officials, agents, employees and volunteers are named as additional insureds

<b>CERTIFICATE HOLDER</b> MI Diablo Unified School District, its officers, officials, agents, employees and volunteers 1336 Carlotta Drive 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 
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Hiscox Insurance Company Inc.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers 1936 Carlotta Drive Concord, CA 94519
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II – Liability:

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



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POLICYHOLDER COPY

NA



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-01-2016

GROUP:  
POLICY NUMBER: 1702731-2016  
CERTIFICATE ID: 11  
CERTIFICATE EXPIRES: 09-01-2017  
09-01-2016/09-01-2017

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

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

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

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

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

Authorized Representative

President and CEO

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

ENDORSEMENT #1600 - TOBY PROESCHER, PRES, SEC, TRES - EXCLUDED.

EMPLOYER

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

RASQUE

## Events to the 'T' Inc

PO Box 3440  
Walnut Creek, CA 94598

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

www.SFproms.com

### EVENT CONTRACT

This agreement is entered into on May 5, 2017 between EVENTS TO THE 'T' Inc. and NORTHGATE 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:

- Lake Chalet (Entire Facility)
- Food: Appetizer & Dessert Assortment
- Drinks: Unlimited Soft Drinks, Coffee, Tea, & Water
- Entertainment: 1 DJ, 1 Karaoke DJ
- Decorations: See Addendum Below
- Two Million Dollar Venue Insurance Policy Coverage
- Facility Set-Up & Clean-Up
- Security: 10 Private Company Guards
- Events to the 'T' Inc. Manager

\_\_\_\_ 2. Event Location:

Lake Chalet  
1520 Lakeside Dr.  
Oakland, CA 94612

\_\_\_\_ 3. Date(s) / Time (s) of engagement:

Saturday, March 24, 2018  
5:00p.m. Setup Begins  
7:00p.m. -11:00p.m. Prom

\_\_\_\_ 4. Agreed upon compensation for engagement:

\$45,900.00 for 450 students (\$102.00/student)  
There is a 400 student minimum

\_\_\_\_ 5. Deposit schedule:

\$ 6,000.00  
\$14,000.00  
\$25,900.00 +additional students

To Reserve

1/24/18

3/14/18

Final food count due 3/16/18

RABAW

# Events to the 'T' Inc

PO Box 3440  
Walnut Creek, CA 94598

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

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 Northgate High School 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.

Korwinie Howerton - Leadership Teacher

Michael McMaster - Principal 925-938-0900

(Name of Client)

(Area Code & Phone Number)

425 Clatsop Ave Rd. Walnut Creek CA 94598

(Mailing Address)

(City)

(State)

(Zip)

[Signature]

5.8.17

(Signature of Client)

(Date)

[Signature]

5/5/17

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

(Date)

RASAB

## Events to the 'T' Inc

PO Box 3440  
Walnut Creek, CA 94598

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

[www.SFproms.com](http://www.SFproms.com)

### MENU SELECTION

#### Selection of 8 hors'oeuvres per person:

CHICKEN SPIEDINI – with Italian Verde dipping sauce  
BEEF SPIEDINI - Horseradish Crème dipping sauce  
MINI GRILLED HAM + CHEESE SANDWICH – Zoe's Ham and Gruyere Cheese  
MINI SLIDERS - 2oz Burger Patty, New York White Cheddar, Lettuce, Tomato & Thousand Island  
HAND PULLED PORK SLIDER - Fuji Apple Cole Slaw, Carolina BBQ Sauce  
CHARCUTERIE - Sliced Cured Meats, Locally Made Artisan Salami, Crackers + Sliced Bread  
FRIED CHICKEN WINGS - Spicy Glaze, Celery Hearts, Smoked Blue Cheese Sauce  
FRIED CHICKEN TENDERS – with Ketchup and Herbsaint dressing  
PORK RIBLETS - Apple Cider & Smoked Paprika Glaze, White & Black Sesame Seeds, Sea Salts  
QUESADILLAS – Chicken, Vegetarian & Cheese quesadilla triangles  
ANTIPASTA - Grilled Vegetables, Assorted Cheeses, Meats, Marinated Olives, Crackers + Sliced Bread  
VEGETABLE SPRING ROLLS - Sliced Cucumber, Ginger Sesame Dipping Sauce  
PORTOBELLO MUSHROOM CROSTINI - Crescenza Cheese, Truffle Oil  
BRUCHETTA - Crostini topped with Tomatoes, Garlic & Basil  
MARKET INSPIRED ARANCINI BITES - Risotto Bites with Black Garlic Aioli  
SPANAKORTHA TRIANGLES - Spinach, Feta, Wrapped in Phyllo  
ARTISAN CHEESE – Imported & domestic cheeses, Crackers + Sliced Bread  
SALSA & GUACAMOLE – With Tortilla Chips  
COUNTRYSIDE - Grilled Vegetables, Balsamic Vinaigrette  
GARDEN – Crisp Seasonal Vegetables, Creamy Herbsaint Dressing  
FRESH FRUIT - Seasonal Sliced Fruit, Melons, Berries  
WARM HUMMUS - Cucumber & Pepper Salad, Feta Cheese, Warm Pita Bread  
FRENCH FRIES - Parmesan, Sweet Potato and Traditional Fries served with Dipping Sauces  
MINI GRILLED CHEESE SANDWICH - New York White Cheddar  
ASSORTED FRESH BAKED GOODS - Chocolate Chip Cookies, Snicker Donut Cookie & Brownies  
\*Green denotes vegetarian items

### BEVERAGES

Unlimited Soft Drinks, Iced Tea, Juice, Coffee, Tea  
2 Infused Water Stations- select 2 flavors:  
Strawberry, Basil, Mint, Lemon, Lime, Orange, Rosemary, Thyme, Cucumber

### DÉCOR INCLUDED

White or Ivory linen with votive candle centerpieces  
LED uplights in your choice of colors  
Red carpet entry (unless raining)  
Coat check materials: Racks, hangers, tickets, bags, sharpie pens

### SPECIAL NOTES

Valet is \$7.75 per car if you wish to provide  
You will have a complimentary lot for 30 cars on site – first come/first serve.  
Metered street parking goes until 10pm

Rasgals

# Events to the 'T' Inc.

Northern California's Largest School Event Planner

SFproms.com for everything you need!

## INVOICE

Please make deposits payable and remit to:

Events To The 'T', Inc.

PO Box 3440, Walnut Creek, CA 94598

Client Name: Northgate High School Event Date: 3/24/18

Event Location: Lake Chalet Event Type: Junior Prom

<i>Date Due</i>	<i>Description</i>	<i>Amount Due</i>
Upon Receipt	Initial Deposit	\$6,000.00
Total: \$		\$6,000.00

OK to pay



Michael McAnister, Principal

4.8.17

Date