

Admin copy - given to treasurer & approved by
Events to the 'T' Inc leadership 1/7/14

286 Brady Street
Martinez, CA 94553

Revised

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

www.SFproms.com

EVENT CONTRACT

This agreement is amended from the original on December 14, 2013 between EVENTS TO THE 'T' Inc. and CONCORD HIGH SCHOOL/MT. DIABLO UNIFIED SCHOOL DISTRICT, Concord, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

1. For the engagement described hereinafter Events To The 'T' Inc. will provide:

- Bently Reserve Building + BHCC Room
- E.T.T. Entertainment DJ Intensify- Ultimate Package
- Food: 1 Chocolate Fountain with Dippables, Unlimited Sweet Crepes
- Drinks: Unlimited Sodas & Water
- (2) Photo Booths 8p-12a
- Mime 7:30p-9:30p
- Decorations (See Attached List of Included Décor)
- Two Million Dollar Venue Insurance Policy Coverage
- Facility Set-Up & Clean-Up
- Seating for 190
- Facility Security plus 4 Private Guards (2 male, 2 female)
- Coat Check Materials, Concord High School to provide staff
- Events to the 'T' Inc. Manager

2. Event Location:
Bently Reserve
300 Battery St.
San Francisco, CA 94111

3. Date(s) / Time (s) of engagement:
Saturday, May 17, 2014
5:00p.m. - 8:00p.m. Set-up
8:00p.m. - 12:00a.m. Ball

4. Agreed upon compensation for engagement:
\$40,750.00 with a 500 student minimum
*At 525 students, cost for each student is \$79.25
*At 550 students, cost for each student is \$77.00

5. Deposit schedule:	\$ 5,000.00	Due
	\$ 5,000.00	2/10/14
	\$30,750.00 (+ Any Extra Students)	5/17/14
		Final count due 5/14/14 please



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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.

TERMINATION OF AGREEMENT

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

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

Mt. Diablo Unified School Dist (Concord High) ⁽⁹²⁵⁾
 (Name of Client) (632-8000 X4016)
 (Area Code & Phono Number)

1936 Carlotta Dr, Concord CA 94519
 (Mailing Address) (City) (State) (Zip)

Rose Lock 1/8/14
 (Signature of Client) Rose Lock (Date)

Toby Proeschor 1/10/14 12/14/13
 (Toby Proeschor, Events to the 'T' Inc.) (Date)

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MENU INCLUDED:

1 MILK CHOCOLATE FOUNTAIN

Dippables to include:

Strawberries

Pound Cake

Marshmallows

Rice Crispy Treats

Chocolate Chip Cookies

CREPE ACTION STATION

Unlimited Sweet Crepes*

Nutella, Banana, Whipped Cream, Powdered Sugar, Caramel, Lemon Curd,
Strawberry/Apricot Jam

*Gluten free crepes available but must be ordered in advance

BEVERAGES

Assorted Soft Drinks

Water Stations

DÉCOR INCLUDED

- Linens: Eggplant tablecloths, black banquet drapes
- Chairs: Black wood folding chairs with black pads
- Centerpieces: Glass bowls atop chargers with clear marbles & LED tealights. White and pink silk rose petals sprinkled around bowls.
- Uplights: (8) LED purple in corners of main room with (8) white covers
- Red Carpet Entrance from second floor
- Coat check (racks, hangers, tickets, paper bags, sharpies)
- 22' Eiffel Tower with lights centered between chandeliers in main hall
- Pipe/Drape with gold tassels at Battery St. Lobby door
- (4) Source 4 lights projecting 'Fancy Art' gobo on ceiling in Rosco #368 Winkler Blue
- Vine entangled staircase with small lights
- French themed posters TBD

Events to the 'T' Inc

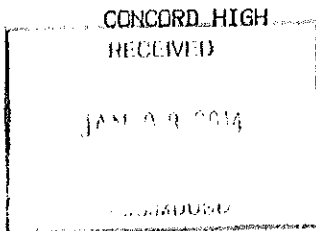
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SPECIAL NOTES

- Photographer with all of their own equipment in BHCC room
- 2 Photo booths with unlimited prints, attendant, props in Sansome Lobby, & 2nd floor Battery St. Lobby
- Mime performing outside while students check in 7:30-9:30, and inside after 9:00
- Gluten free crepes available but must be ordered in advance



Purchase Order # 90572

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

Amendment No. 2 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and Events to the "T" (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on May 17, 2014 and the parties agree to amend that Agreement as follows.

1. Services: (Check and complete ONE of the options below).
- CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

2. Terms: (Check and complete ONE of the options below).
- The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.

The contract term is unchanged.

3. Compensation: (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

The rate is amended by an increase of decrease of \$ _____ for _____ type of service

The contract amount is amended by an increase of decrease of \$ 10,750.00 to original contract amount.

The amended contract amount rate is now \$ _____

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History: This contract has previously been amended as follows:

Nn.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
1	11-14-13	increase of amount - first PR was incorrect	\$ 15,000.00
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

Mt. Diablo USD

By: [Signature]
Budget Administrator/Principal

Mt. Diablo USD

By: [Signature]
Superintendent or Designee

Contractor

By: [Signature]

Board Approval (if needed)

Docket Number: _____
Agenda Item Number

Date: _____

Date: 1/8/14

Date: 1/10/14

Date: _____

RECEIVED PAGE 01
JAN 08 2014
SASS/MD/ISS

IFAS

CHANGE ORDER/CANCELLATION FORM

Date Requested: 1-7-14

Contact Name: Val Bostwick Phone/Ext: 3301

School/Site: CHS - 3X6

PO # / PR # (Circle One) R 76457 / 90572 Vendor: Events to the "T"

Please Circle One: Change Order Cancellation
(If the entire order is to be cancelled, please circle "cancellation" above and only fill out top portion of this form)

Reason for cancellation: _____

For Change Order

PLEASE FILL IN AS ITEM SHOULD READ FOR CHANGE ORDER. (Please circle: add, cancel or change)

Item #	Qty	Description	Unit Price
<u>1</u>	<u>1</u>	<u>Jr/Sr. Prom 5/17/14</u>	<u>30,000⁰⁰</u>

Add/Cancel/Change Reason: with charges total \$/B #40,750.00

Add/Cancel/Change Reason: _____

Approval: Site Administrator/Principal: [Signature]

Note to School/Site: Please fax this form to Purchasing at (925) 687-5044.

Purchasing Department use only.

Accounting: _____ School/Dept: _____ Warehouse: _____ Company: _____