

FEB 13 2017

Purchase Order # 102480



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

BUDGET & FISCAL SERVICES

Amendment No. 1 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 March 9th, 2017 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).

Food/beverages, photo booth attendant, decorations, 2 security guards, janitorial staff, additional pavilions, Events to the "T" manager and staff.

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 \$ 22,125.00 to original contract amount.

The amended contract  amount  rate is now \$ 43,125.00

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:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

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: \_\_\_\_\_

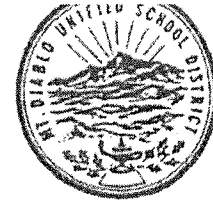
Board Approval (if needed)  
Docket Number: \_\_\_\_\_  
Agenda Item Number

Date: 2/9/17

Date: 2/17/17

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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Mt. Diablo USD  
By: [Signature]  
*Budget Administrator/Principal*  
Date: 2/9/17

Mt. Diablo USD  
By: \_\_\_\_\_  
*Superintendent or Designee*  
Date: \_\_\_\_\_

Contractor  
By: [Signature]  
Date: 2/13/17

Board Approval (if needed)  
Docket Number \_\_\_\_\_  
Agenda Item Number \_\_\_\_\_  
Date: \_\_\_\_\_

# 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.

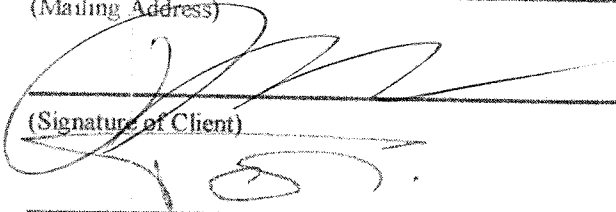
## TERMINATION OF AGREEMENT

- 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, Kianne Pfaltzgraff, acting as an authorized agent of Concord High School/MDUSD hereby accepts and agrees to the terms of the contract and as recognition thereof has signed below.

Kianne Pfaltzgraff (925) 687 2030  
(Name of Client) (Area Code & Phone Number)

4200 Concord Blvd Concord CA 94521  
(Mailing Address) (City) (State) (Zip)

 2/9/17  
(Signature of Client) (Date)

2/9/17  
(Toby Prescher, Events to the 'T' Inc.) (Date)

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## CREPE ACTION STATION

### Sweet Crepes

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

### Savory Crepes

Veggie- Mozzarella, Black Olives, Tomato, Avocado, and Mixed Greens

Spicy Sausage- Sausage, Mozzarella, Sautéed Mushrooms, Crème Fraiche, Mixed Greens

Smoked Turkey- Smoked Turkey, Cheddar Cheese, tomato, and Mixed Greens

## FRESH MADE DOUGHNUT BAR

(Outside either Pavilion TBD)  
Assorted Toppings

## BEVERAGES

Assorted soft drinks  
Water stations

## DÉCOR INCLUDED:

- Red Carpet Entry
- Female coat check materials including paper bags/sharpee pens/slippers
- Black banquet/table linens
- LED tealight candles for 70 tables

## SPECIAL NOTES:

- DJ to setup in Piazza for dancing. DJ to bring Ipod with background music for other rooms
- School **must** provide a minimum of 25 chaperones. Mandatory positions as follows:
  - 2 by Swamp at all times (don't throw anything in)
  - 1 by Living Roof staircase/bathroom (right of lobby)
  - 1 in front of Penguin habitat (tell students no flash photography)
  - 1 outside East and West Terrace
  - 1 at Lobby entrance
  - 8 in Aquarium during viewing time
- Customer may provide school, theme, or event logo to display on lobby monitors. The images must be submitted by **5/5/17** in a 72dpi, 1280x720 JPEG. There are 6 monitors total (3 per side that can be used)
- All materials for female coat check include: racks, hangers, tickets, paper bags, sharpie pens
- Male coat check is operated and staffed by Academy of Sciences employees
- Garage at 55 Music Concourse Dr. is to be closed, client arrive by bus.
- Client providing their own DJ. No swamp uplights/LED sticks provided by ETTT
- SOS Entertainment does not meet the insurance requirements of the Academy, but Becky approved

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Walnut Creek, CA 94598

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## EVENT CONTRACT

This agreement is amended from the original on February 9, 2017 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:

- CA Academy of Sciences (Swamp, Piazza, African Hall, East AND West Pavilion, Lobby)
- Steinhart Aquarium Rental 8:30p-10:00p
- Food: Unlimited Sweet & Savory Crepes Action Stations, Doughnut Cart
- Drinks: Unlimited Soda & Water Bars
- DJ: By Client
- (2) Photo Booths with Unlimited Double Prints, Attendants, Props
- Decorations: See Addendum Below
- 2M Insurance policy requirement:
- Facility Set-Up & Clean-Up
- Coat Check Materials for Female Coat Check (CHS to Staff)
- Events to the 'T' Inc. Manager, Janitorial, Staff

2. Event Location:

California Academy of Sciences  
55 Music Concourse Dr., Golden Gate Park  
San Francisco, CA 94118

3. Date(s) / Time (s) of engagement.

Friday, May 19, 2017  
5:15p.m. - 7:30p.m. Set-up  
7:30p.m. -12:00a.m. Ball

*amended  
contract*

4. Agreed upon compensation for engagement:

- \* \$43,125.00 for 500 students (\$86.25 each)
- At 550 students, cost is \$82.00 each
- At 600 students, cost is \$79.00 each

5. Deposit schedule:

\$ 4,125.00  
\$ 5,000.00  
\$34,000.00 +extras

Rec'd 5/9/16  
2/10/17  
5/19/17

# Events to the 'T' Inc

286 Brady Street  
Martinez, CA 94553

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

www.SFproms.com

## EVENT CONTRACT

This agreement is entered into on February 23, 2016 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:

- CA Academy of Sciences (Swamp, Piazza, African Hall, East OR West Pavilion, Lobby)
- Steinhart Aquarium Rental (90 min TBD)
- Food: TBD
- Drinks: TBD
- DJ: TBD
- Decorations: TBD
- 2M Insurance policy requirement.
- Facility Set-Up & Clean-Up
- Coat Check Materials for Female Coat Check (CHS to Staff)
- Events to the 'T' Inc. Manager

2. Event Location:

California Academy of Sciences  
55 Music Concourse Dr., Golden Gate Park  
San Francisco, CA 94118

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

Friday, May 19, 2017

5:15p.m. - 7:30p.m. Set-up

7:30p.m. -12:00a.m. Ball

4. Agreed upon compensation for engagement:

\* \$20,500.00 facility rental only for 500 students

\*Price includes \$500 parking garage deposit

\*Price includes \$5/student guest services fee

\*Price includes Steinhardt Aquarium rental

5. Deposit schedule:

\$ 4,125.00

\$ 5,000.00

\$11,375.00 +extras

To Reserve

2/10/17

5/19/17

*original contract*