

PURCHASE REQUEST # _____



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive, Concord, CA 94519 – Phone (925) 682-8000
AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 17th day of March 2025, by and between the Mt. Diablo Unified School District (hereinafter "District") and Sequoyah Country Club (hereinafter "Contractor").

RECITALS

WHEREAS, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

WHEREAS, District is authorized to enter into this Agreement pursuant to *Government Code Section 53060* or *Public Contract Code Section 20111*, or both, as set forth below.

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

AGREEMENT

1. Performance of Services.

- (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter "Services"), attached hereto and incorporated herein, 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 basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED** \$ 30,000.00.

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

District staff to check the applicable box.

☐ \$ _____ per hour ☐ \$ _____ per day ☒ \$ 30,000.00 per engagement

District staff to enter the complete Budget Code(s).

(a) 01 - 9010 - 1110 - 1000 - 39360 - 000 - 358 - 358 - 5800 \$ 30,000.00
(b) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____
(c) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

- 3. Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

District staff to check applicable box.

- ☐ **Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.
- ☐ **Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.
- ☒ **Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on March 29, 2025 and shall expire on March 30, 2025, or when terminated as set forth below.
- (b) **Termination for Cause.** 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. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

5. **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.

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of *California Education Code Section 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 *Section 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 Board of Education of the District that such employee has not been convicted of a felony, as defined in *Section 45125.1*. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
8. **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 the Services 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.
9. **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, its 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 Minimums shall be at least as broad as:

District staff to check the appropriate boxes.

(a) **Commercial General Liability (CGL):**

- ☐ Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** 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 (with aggregate limit no less than **\$2,000,000**).
- ☒ Agreements of \$25,000 or more. Insurance Services Office Form CG 0001 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 (with aggregate limit no less than **\$4,000,000**).

(b) **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.
- ☒ **For sole proprietors and small businesses** using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle.

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(c) **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. All California employers must provide workers' compensation benefits to their employees under *California Labor Code Section 3700*.

☐ If the Contractor is a sole proprietor with **no employees**, it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C**. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

(d) **Other Coverages When Applicable.** (District staff to check applicable box(es)).

☐ **Professional Liability/Errors & Omissions Liability.** \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**

☐ **Sexual Abuse and Molestation Coverage.** \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**

☐ **Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**

(e) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. 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.

(f) **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 and to the Sexual Abuse and Molestation policy, if applicable, 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.

(g) **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it 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.

(h) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, 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 9, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: _____

Other: _____

Initials of the Superintendent, or designee, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent or Designee

Date

10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. 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.
11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in *Chapter 1* (commencing with *Section 900*) and *Chapter 2* (commencing with *Section 910*) of *Part 3 of Division 3.6 of Title 1 of Government Code* as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
12. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
13. **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:
- i. Any notice personally given or sent by 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 the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

DISTRICT

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

CONTRACTOR

Bus. Name: Sequoiah Country Club
 Attn: Sally Alexander
 Address: 4550 Heafey Road Oakland, CA 94605
 Phone: 510-632-0243
 Fax: _____
 Email: SALEXANDER@sequoiahcc.com

14. **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.
15. **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.
16. **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.
17. **Equal Employment Opportunity.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of *Government Code Section 1090* and the *Political Reform Act* and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
 - (a) **Exhibit A** – Description of Services, Timelines, and Partial Payment Schedule
 - (b) **Exhibit B** – Fingerprinting Certification
 - (c) **Exhibit C** – Workers' Compensation Certification
 - (d) **Exhibit D** – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Sequoyah Country Club

Company/Organization Name or Independent Contractor/Consultant

By: [Signature] 3/28/25
Signature of Principal/Budget Administrator Date
Title: Kelly Cooper, Principal
Print Name and Title

By: [Signature] 3-28-2025
Signature of Contractor/Consultant Date
Title: Katie Hall General Manager
Print Name and Title

By: [Signature] 3/28/25
Signature of District Administrator (if applicable) Date
Title: _____
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: [Signature] 4/1/2025
Signature of Superintendent or Designee Date
Title: Samantha Allen
Print Name and Title

AGREEMENT ORIGINATOR. Prior to commencement of the Services, sign and forward completed original contract packet to Purchasing.

By: [Signature] 3/28/25 Northgate High School
Originator's Signature Date Site/Department Originating this Contract
Title: Lyndee Sargent, Office Manager
Print Name of Originator and Title

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

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EXHIBIT A
DESCRIPTION OF SERVICES, TIMELINES,
AND PARTIAL PAYMENT SCHEDULE (if applicable)
(Note that all payments are generated from an invoice.)

Junior Prom 2025
Saturday, March 29, 2025
6:30-10:00 p.m.

Soft drinks, lemonade, tea, and water stations
Passed Hors d'Oeuvres
Dinner Buffet
S'mores Bar and Desserts
Setup & Services: Portable Dance Floor, Tablecloths, Napkins, Corn Hole, Ping Pong

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EXHIBIT B
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(Contractor REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Contractor Agreement ("Agreement"). Contractor certifies that:

☐ Contractor's employees or subcontractors will have CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. *"Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1."*

List or attach, all Employee name(s) that have successfully completed the fingerprinting and criminal background check clearance in accordance with law: _____

--OR--

☒ Contractor's employees or subcontractors will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of *Education Code section 45125.1* shall not apply to Contractor's services under this Agreement.

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

Megan's Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

By signing below I certify under penalty of perjury that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of Contractor provided services.

CONTRACTOR

By: Katie Hall

Name: Katie Hall

Title: General Manager

Date: 3-28-2025

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EXHIBIT C

WORKERS' COMPENSATION CERTIFICATION

(Contractor REQUIRED to complete.)

Labor Code Section 3700 (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of *Section 3700* of the *Labor Code* which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

☒ I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract.

--OR--

☐ I certify that I am a sole proprietor, have no employees, and am self-insured.

I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: Katie Hall

Name: Katie Hall

Title: General Manager

Date: 3-28-2025

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.

EXHIBIT D

DATA PRIVACY ADDENDUM

(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data.)

This Data Privacy Addendum (“**Data Privacy Addendum**”) to the Agreement Between Mt. Diablo Unified School District and Independent Contractor (“**Independent Contractor Agreement**”) is entered into by and between Contractor and Mt. Diablo Unified School District (“**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

WHEREAS, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students (“**Student Data**”) that are covered by several state and federal privacy laws, including: the *Family Educational Rights and Privacy Act (FERPA)*, the *Children’s Online Privacy Protection Act (COPPA)*, *Education Code section 49073.1*, and the *Student Online Personal Information Protection Act (SOPIPA)*. The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Use.** Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
2. **Ownership.** All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. **Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information.
4. **Disposition.** The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.
5. **Security.** Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data

¹ “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

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obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. **Prohibited Use.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District's written consent.
7. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: "What Happened," "What Information was Involved," "What We are Doing," "What You Can Do," and "Persons to Contact for More Information"; and
 - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - (c) assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall notify affected parties or reimburse District for actual costs associated with notifying affected parties.
8. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
9. **Successors Bound.** This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this Data Privacy Addendum on behalf of Contractor.

CONTRACTOR

By: Katie Hall

Name: Katie Hall

Title: General Manager

Date: 3-28-2025



SEQUOYAH

EVENT ORDER
Northgate Prom
Sequoyah Country Club
4550 Heafey Road
Oakland, CA 94605
aparkin@sequoyahcc.com
P: (510) 560-2525
F:

Primary Contact	Email Address	Telephone
Kourtne Howerton	howertonk@mdusd.org	W: (925) 435-0002

Northgate Prom					
Date	Time	Location	Function	#	Room Rental
Sat, 03/29/2025	6:30pm-7:00pm	The Clubhouse	Guest Arrival	350	\$3,000.00
Sat, 03/29/2025	6:30pm-7:30pm	Bay View Room	Dinner Buffet	350	
Sat, 03/29/2025	7:30pm-11:00pm	The Clubhouse	Dancing	350	
Sat, 03/29/2025	7:45pm-10:00pm	Terrace Bar / Terrace Room	Dessert	350	

Sat, 03/29/2025	Guest Arrival - 6:30pm - The Clubhouse	Qty	Price	Total
	Bar Packages			
Bronze	5 Hours Assortment of Soft Drinks, Lemonade and Iced Tea Set up Water Stations	350	\$9.00	\$3,150.00

	Passed Hors d'Oeuvres			
Chicken	Skewers of Herb Marinated Chicken	150	\$8.00	\$1,200.00
Vegetarian	Flat Bread, Cured Tomato, Wild Mushroom, Fresh Mozzarella	150	\$7.00	\$1,050.00

Sat, 03/29/2025	Dinner Buffet - 6:30pm - Bay View Room	Qty	Price	Total
	Private Dinner Buffets			
Selections	Knowland Park Buffet Rolls & Butter Sequoyah Caesar Salad Seasonal Fruit Display Macaroni & Cheese Choose 2: Chicken Tenders with Dipping Sauces Angus Beef Sliders with condiments and Toppings	350	\$36.00	\$12,600.00

Sat, 03/29/2025	Dessert - 7:45pm - Terrace Bar / Terrace Room	Qty	Price	Total
	Station & Late Night Options			
Selections	S'mores Bar Milk Chocolate Bars, Marshmallows, Graham Crackers	200	\$8.00	\$1,600.00
	Desserts			
Displayed	Cookies & Brownies	200	\$6.50	\$1,300.00
	Setup & Services			
Equipment	Portable Dance Floor	1	\$300.00	\$300.00
Linens	Tablecloths Napkins	350		
Rentals	Corn Hole Ping Pong	1 1	\$25.00 \$50.00	\$25.00 \$50.00

CHARGES					
	Charges	Service Charge 15%	House Service Charge 5%	Sales Tax 10.25%	Total
Food	\$17,750.00	\$2,662.50	\$887.50	\$2,183.25	\$23,483.25
Non-Alcoholic Beverage	\$3,150.00	\$472.50	\$157.50	\$387.45	\$4,167.45
Rental	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
Room Rental	\$3,000.00	\$0.00	\$0.00	\$307.50	\$3,307.50
Totals	\$24,275.00	\$3,135.00	\$1,045.00	\$2,878.20	\$31,333.20
			Payments Received		(\$4,000.00)
			Balance Due		\$27,333.20

CUSTOMER ACCEPTANCE: The undersigned accepts the responsibility for the services and prices listed in this agreement:

Client Signature: _____ Date: _____



4550 Heafey Road
Oakland, California 94605
Telephone: (510) 632-2900
www.sequoiavahcc.com

August 27, 2024

Northgate High School
Kourtne Howerton
425 Castle Rock Road
Walnut Creek, CA 94598

Dear Northgate High School,

Thank you for reserving the date of March 29, 2025, to host Northgate's Prom! We require a deposit in the amount of \$4,000.00 to book the date. ****The deposit is non-refundable and non-transferable except under the circumstances described in this contract. *Please review, initial and sign the Agreement Use Form below. Please sign one copy and return to me.***

I look forward to assisting you with the continued planning at your convenience.

Best Regards,

Sally Otsuka
Clubhouse Manager-Food and Beverage Director
510-632-0243

Signature: Sally Otsuka
Date: 8-27-24

Dress Code Applies for all parties held at the Club - No Denim, T-shirts or Hats inside the Clubhouse.

Attachments:

Insurance request
SCC Credit Card Form

AGREEMENT FOR USE OF FACILITIES OF SEQUOYAH COUNTRY CLUB

General Banquet Information

- ❖ The Sequoyah Country Club (The "Club") handles all catering of food and beverage. No food or beverage is permitted to be brought into the Club or on the premises by individuals or outside caterers, with the exception of wedding cake, dessert and dessert vendors. Standard Furnishing, Staff, Tables, Standard Banquet Seating (upgrades at additional fees are available), Standard Linens, Glassware, Flatware, Standard Serving Pieces are included. A food and beverage purchase is required.
- ❖ Local Health Department rulings regarding proper refrigeration and sanitation prohibits the removal of food and beverages from the premises by you or your guests with the exception of Wedding Cake, Desserts and Dessert Vendors.
- ❖ A copy of the banquet event order contract and floor plan will be presented to you no later than 14 days prior to your function date listing all specific requirements. This must be signed, dated and returned 14 days prior to your event date. Should you fail to provide a final guarantee by the specified date, your expected number of guests will be used as the guarantee number.
- ❖ Children must be adult supervised at all times.
- ❖ All items from your event must be collected and accounted for at the end of the function. Sequoyah Country Club will not assume any responsibility for lost, stolen or damaged items.
- ❖ Sequoyah strongly suggests that events hire an outside coordinator.

❖ The Evening Food and Beverage Minimum is \$12,500.00

Rental Fee & Insurance

- ❖ This entitles your event to: Terrace Room, Sequoyah Room and Bay View Room, Front Deck and Lawn-5 hours of use and 2 hours of set up time and 1 hour of clean up time.
Overtime is calculated at \$400.00 per half hour, if permissible by management. All functions must end by 11:30 with clean up to conclude by 12:30AM
- ❖ The Club requires non-member events to provide event insurance with general liability of \$1,000,000.

Client Signature: _____

Date: _____

Deposit and Payment

- ❖ A **non-refundable** deposit will be required to confirm your reservation. Deposits will be deducted from the total cost of your function. The deposit is **non-refundable and non-transferable**. The amount of deposit is based on the type of event and the room(s) reserved.
- ❖ 6 Months before the event, on November 29, 2024, 50% of the estimated balance is due.
- ❖ 2 weeks prior to the event, the remaining balance will be charged to the card on file, unless previously discussed.
- ❖ After the 14 day mark you can increase guest count, but cannot lower it. Additional services or guests may be added up until 3 business days prior to the event.
- ❖ All additional expenses incurred day of will be charged the following day to the card on file.
- ❖ All prices are guaranteed at the time of booking. Confirmed prices will be quoted 60 days prior to your function.
- ❖ **Cancellation policy:** If it becomes necessary to cancel an event please notify the catering department. It is essential that we receive a written cancellation letter, which includes the event date, cancellation date, and signature of the client. If cancelled **90 days prior** to the event, 75% of the estimated charges or your deposit, whichever is greater, will be billed to the client. **30 days prior** to the event 90% of the estimated charges will be billed to the client.
- ❖ **Service Charge and Tax** A 20% Service Charge will be added to all food and beverage items, bartender, waiter fees, gift/coat attendant, and any outside rental/coordination fees. Current California State Sales Tax will be applied to your event cost. The Service Charge is a taxable item in the State of California.

❖ Guarantees

- ❖ Guarantees: The host must call the catering department fourteen days before the scheduled event with a guaranteed number of guests to attend the event.
The Chef will have available 5% over the food guarantee. Charges will be based on this guaranteed number unless additional guests attend. If we do not receive a guaranteed number, your expected number becomes your guarantee. Should you have additional guests attend, the Club can provide up to 5% over the guaranteed count and the client will be billed accordingly for the additional meals to the card on file the day after the event.

Client Signature: _____

Date: 9/25/24

Beverages

- ❖ Beverages are not permitted to be brought into the Club to be served with the exception of wine or champagne. A corkage fee of \$20.00 per 750ml bottle will be charged (Service Charge and Sales Tax will be added to the corkage fee). Not applicable for Proms as no outside beverage is permitted.
- ❖ All deliveries must be arranged through the Catering Department and deliveries will only be permitted by 3 working days prior to the event otherwise a storage fee will be applied on a daily basis.
- ❖ Alcoholic beverages may not be consumed on the outside grounds without prior consent from management.
- ❖ Sequoyah Country Club management staff reserves the right to stop the service of alcohol to any guest(s) they deem necessary.
- ❖ If a portable bar is requested, a set-up fee of \$600.00 will be added to your bill.

Other Policies

- ❖ Neither party shall be liable in damages, and additionally will have the right to terminate this Agreement for any delay or fault in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. For these reasons only, deposits will be returned, but client will not hold the Club liable for damages. **Does not apply to Covid-19-See below.
- ❖ **If Covid-19 prevents the event from happening, Sequoyah Country Club will not refund the deposits, but will promote the event to another date with no penalty.
- ❖ All functions must be conducted in an orderly manner and in compliance with all Club rules, all applicable laws, ordinances, and regulations. Functions must be confined to the room and area rented and scheduled. The Club reserves the right to exclude or eject all objectionable persons from the premises without liability.
- ❖ The Club cannot assume responsibility for the damage or loss of articles left unattended. Flowers, gifts, prizes, etc. that are provided by the host of a function, must be removed immediately following the function.
- ❖ The Client assumes responsibility for all damages or injuries caused by and to their guests while in or on any part of the Club's property. The Club assumes responsibility for all damages or injuries to the Client or its guests caused by negligence of its employees.
- ❖ The Club is not responsible for lost, stolen or damaged articles.
- ❖ Clubhouse dress code applies: No t-shirts or hats.
- ❖ The tradition of throwing birdseed, or rice during or after a wedding reception is not permitted.
- ❖ Items may not be affixed to the walls, ceilings, or floors of any room with nails, tape, staples, or any other substance without written permission from the Catering Department.
- ❖ All props and decorations must meet fire department codes. The Catering Department must approve all decorations in advance. Candles and candleholders must be enclosed in glass.
- ❖ Menu selections including all food and beverage must be made 14 days prior to the event date.
- ❖ Sometimes event groups need more display or auction tables than the Club has on hand, in this case the Club will rent tables for your event and invoice the event group contact on the master bill.
- ❖ If additional clean-up is required, a minimum of \$250.00 clean up fee will be added to your bill.
- ❖ Sequoyah Country Club is not responsible for setting up or removing chair covers or chair pads that are rented from outside sources, that is the client's responsibility.

Client Signature: _____

Date: 9/24/24

THE SEQUOYAH COUNTRY CLUB EVENT QUESTIONNAIRE FORM

The provisions of the Tax Reform Act of 1969 require that the following information must be obtained for all functions of more than eight persons

NAME OF EVENT: Jr. Prom Northgate High School
EVENT DAY: 3-29-25 DATE: Saturday YEAR: 2025
CONTACT NAME: Kristen Harris TELEPHONE: 925-435-0002
BILLING ADDRESS: 425 Castle Rock Walnut Creek, CA
ROOM ASSIGNED: entire venue TIME OF EVENT: 6:30-10
N/A upstairs/NOPOOL

*ONLY COMPLETE THE ONE SECTION PERTAINING TO YOUR EVENT

COMPLETE THIS SECTION IF PAYMENT IS MADE BY A NON-MEMBER OTHER THAN YOUR EMPLOYER

Please list below any person(s) or organization(s) paying for this event:

Name of person(s): _____
Name of organization(s): _____
Relationship to Member: _____

COMPLETE THIS SECTION IF YOU ARE A MEMBER OF SEQUOYAH CC AND PAYING FOR THIS EVENT

Please check box ☐ and sign the Sponsorship Agreement at the bottom of this page.
Will you be reimbursed by anyone on this event? If yes, please check this box ☐.

COMPLETE THIS SECTION IF PAYMENT IS MADE BY YOUR EMPLOYER OR FIRM

Employer or Firm Name: _____ City: _____ State: _____ Zip: _____
Address: _____
Purpose of Event: Business ☐ Social ☐ Personal ☐

Briefly describe your relationship to non-member attendees. State how you benefit from this event.
We request you provide a guest list, unless your non-member attendees can be identified as a particular group:

Your Position/Title: _____

PLEASE RETURN THIS FORM COMPLETED TO THE FOOD & BEVERAGE DEPARTMENT

Re: CERTIFICATE OF INSURANCE

Dear Sir or Madam:

Our insurance carrier has requested that we obtain a certificate of liability insurance from you. We would appreciate you sending us this as soon as possible. We request that our customers maintain adequate limits of insurance.

GENERAL LIABILITY INSURANCE:

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000
Aggregate Limits:	Per Location or Project

Please include with your certificate a copy of an additional insured-owners, lessees', contractors (CG201011/85) or its equivalent endorsement in favor of Sequoyah Country Club, its agents, officers, volunteers, employees and all allied entities. All policies should include a waiver of subrogation endorsement in favor of Sequoyah Country Club, its agents, officers, volunteers, employees and all allied entities.

Certificate should be sent attention Catering:
Sequoyah Country Club, 4550 Heafey Road, Oakland, CA. 94605.

Thank you for your attention to this matter.

Sincerely,

Sally Otsuka
Sequoyah Country Club
Clubhouse Manager-Food and Beverage Director
T 510.632.0243
Sotsuka@sequoyahcc.com

AUTHORIZATION FOR CREDIT CARD CHARGE

Name: _____

Address: _____

Phone #: _____

Fax #: _____

I hereby authorize designated charges to be made to my credit card

Amount \$ _____

Name Charges are under _____

Name (as it appears on Credit Card): _____

Credit Card # _____ Exp. _____

V Code _____

Signature _____

Name of Event: _____ Event Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2025

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 Acrisure Partners West Coast Insurance Services, LLC 1950 W. Corporate Way #1 Anaheim, CA 92801 License#: 6009644 SEQUOU-02	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 FAX (A/C, No): 925-686-6118 E-MAIL ADDRESS: westcerts@acrisure.com <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Fireman's Fund Insurance Company</td><td>21873</td></tr><tr><td>INSURER B: American Automobile Insurance Company</td><td>21849</td></tr><tr><td>INSURER C: Employers Compensation Insurance Company</td><td>11512</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fireman's Fund Insurance Company	21873	INSURER B: American Automobile Insurance Company	21849	INSURER C: Employers Compensation Insurance Company	11512	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1828891237**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	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"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TGA0732639505	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	SCV011156240105	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SUO00003306	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> 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/A	EIG293002905	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input 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	ERISA			TGA0732639505	10/1/2024	10/1/2025	Limit: \$500,000

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

The General Liability Policy includes Automatic Additional Insured status and Waiver of Subrogation if required by written contract/agreement/permit; The Auto Liability Policy includes Automatic Additional Insured status and Waiver of Subrogation if required by written contract/agreement/permit.
RE: Northgate High School Junior Prom 3/29/2025.

Additional Insured: Mt. Diablo Unified School District its officers, officials, employees, and volunteers.

CERTIFICATE HOLDER**CANCELLATION**

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord CA 94519-1397

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – USERS OF GOLFMOBILES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) using or legally responsible for the use of golfmobiles loaned or rented to others by you or any of your concessionaires but only for their liability arising out of the use of the golfmobiles.
- B.** For the purposes of this endorsement, golfmobile means a motorized conveyance that is:
1. Designed to carry up to four persons on a golf course for the purpose of playing golf; and
 2. Not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground.



**PREFERRED CLUB –
Waiver Of Subrogation – VCCGL2013B 03 18**

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Form

The following is added to the **Transfer of Rights of Recovery Against Others Condition** in **Section IV – Commercial General Liability Conditions** of the Commercial General Liability Coverage Form:

If you are required by a written contract or written agreement, which pertains to the operation of your business and which is executed before a loss, to waive your rights of recovery from others designated in such contract or agreement, we agree to waive our rights of recovery. Our waiver of rights applies only with respect to a written contract or written agreement pertaining to your business, and shall not be construed to be a waiver with respect to any rights we may have against such party.

All other terms, conditions, provisions and exclusions of this policy remain the same.

FleetCover® Endorsement – CA 70 18 10 14

Policy Amendment

This Endorsement modifies insurance provided under the:
Business Auto Coverage Form
Motor Carrier Coverage Form

A. Broadened Named Insured

Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an **insured** under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

d. Your **employee** while using his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

2. Form CA0020 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

f. Your **employee** or agent while using his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that **auto**.

This form must be attached to Change Endorsement when issued after the policy is written.
One of the **Allianz Global Risks US Companies** as named in the policy.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
 - (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and
3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:
 - a. Actual cash value of the damaged or stolen property as of the time of the **loss** as determined by us; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of \$500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
2. If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

2. Form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one **loss** is \$1,500, if, at the time of **loss**, such electronic equipment is:

H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), Section III- Physical Damage Coverage, A. Coverage; and form CA0020 (if attached to this policy), Section IV- Physical Damage Coverage, A. Coverage; the following is added:

We will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property, or that of a family member; and
- b. Are in a covered **auto** at the time of a **loss**.

The most we will pay for **loss** is \$250. No deductible applies to this coverage.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to \$500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in an Owned **auto** at the time of a covered **loss**.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. Airbag Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. Rental Reimbursement

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If **loss** occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
 - (a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or
 - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred by you; or
 - (b) \$1,500.
- (4) This coverage does not apply while there are spare or reserve **autos** available to you for

your operations.

- (5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 2. Towing, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the private passenger type, no deductible applies; and
- c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where re-pairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the **private passenger type** no deductible applies; and
- c. If the covered **auto** is not of the **private passenger type** our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto**

including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. Duties in the Event of Accident, Claim, Suit or Loss - Amended

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

- a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:
 - (1) You, if you are an individual;
 - (2) Your partner or member, if you are a partnership or joint venture;
 - (3) Your member, if you are a limited liability company;
 - (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
 - (5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (1) How, when and where the **accident** or **loss** occurred; and
- (2) The **insured's** name and address; and
- (3) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General

Conditions, item 2.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- a. For **accidents** or **losses** occurring within 25 miles of the United States border; and
- b. For trips into Mexico of 10 days or less; and
- c. If the covered **auto** is principally garaged and principally used in the United States; and
- d. If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. Extended Glass Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, item 3.a.; is deleted and replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), Section V - Definitions, item C.; and Form CA0020 (if attached to this policy), SECTION VI - DEFINITIONS, item C.; is deleted and replaced by the following:

- C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limit Of Insurance; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits Of Insurance; item 4. is added as follows:

4. If your covered owned **auto** is:

- (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
- (2) Shown in this policy as having a loss payee or additional-insured-lessor; and
- (3) Incurs a covered total **loss**;
we will pay the greater of:
 - (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or
 - (b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

1. Section III - Physical Damage Coverage, D. Deductible, of form CA0001 (if attached to this policy), the following is added:

If another Allianz Global Risks US Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. Section IV - Physical Damage Coverage, D. Deductible, of form CA0020 (if attached to this policy), the following is added:

If another Allianz Global Risks US Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.