

RECEIVED

SEP 28 2015

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

BUDGET & FISCAL

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

On File W-9
 Insurance

THIS AGREEMENT is made this 2nd day of June 2015, by and between the Mt. Diablo Unified School District (hereinafter "District") and Events To The 'T', Inc. (hereinafter "Contractor").

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

1. Performance of Services

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

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

Not to exceed \$ 43,635.00 for Services 399 - 3936 - 10 - 5800 \$ _____

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

a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____

b. \$ _____ per day, or _____ BUDGET CODE(S)

c. \$ 43,635.00 per engagement.

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 6/2/15. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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

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

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

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

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

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

Purchase Requisition # _____

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are required to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

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

DISTRICT

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

CONTRACTOR

Name: Events To The 'T', Inc.
Attn: Toby Proescher
Address: 286 Brady St
Martinez, CA 94553
Phone: 925.335.0633
Fax: 925.335.9797
Tax ID #: 33-1013077

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

Purchase Requisition # _____

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: [Signature] 9/16/15
 Signature of Principal/Budget Administrator Date

Title: Efa Huckaby, Principal
 Print Name and Title

Events To The T, Inc.
 Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 6/2/15
 Signature of Contractor/Consultant Date

Title: Toby Proescher- CEO
 Print Name and Title

Authorized and Approved by:

[Signature] 9/17/15
 Superintendent or Designee Date

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

[Signature] 6/2/15 Ygnacio Valley High ASB
 Originator's Signature Date Site/Department Originating this Contract

Crissa Stobing Director of Activities
 Print Name of Originator and Title

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

From Account
175

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

Purchase Requisition # _____

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

June 2015- Reserve Cabernet Sauvignon Commodore for YVHS
January 2017- Reserve SOS DJ, Karaoke DJ

Payment Schedule:
\$1000 Now to reserve
2/20/17 \$4,000.00
5/6/17 \$38,635.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/14

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

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

PRODUCER Thompson Insurance Enterprises LLC 3380 Chastain Meadows Pkwy, Ste. 100 Kennesaw, GA 30144	CONTACT NAME: Ruth Carter	
	PHONE (A/C, No, Ext): 678-290-2130 FAX (A/C, No): E-MAIL: rcarter@MarketCorp.com ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Events To The T Inc 286 Brady Street Martinez, CA 94553	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Essex Insurance Company	39020
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 642983

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.

INSUR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X	FPG20005235-02	11/24/14	11/24/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liability		FPG20005235-02	11/24/14	11/24/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Mt Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519-1397</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

Food and Beverage Quote/Contract



COMMODORE
CRUISES & EVENTS

2394 Mariner Square Drive, Alameda, CA, 94501

Phone: 510-337-9000 / Fax: 510-373-5488

Client Name:	<i>Ygnacio Valley High School, Corissa Stobing</i>	Email:	<i>stobingc@mdusd.org</i>
Phone Number:	<i>510-368-8166</i>	Event Planner:	<i>Toby Proescher-ETTT</i>
Event Type:	<i>Prom</i>	Dock:	<i>Alameda, Mariner Square</i>
Cruise Date:	<i>Saturday, May 20, 2017</i>	Dockside Time:	
Boarding Time:	<i>7:30PM</i>	Estimated Guest Count:	<i>380+chap</i>
Cruise Time:	<i>8:00PM to 12:00AM</i>	Guest Minimum Requirement:	<i>350</i>
Yacht Selection:	<i>Cabernet Sauvignon</i>		

Package Details	<i>Four Hour Dinner Cruise</i>		
Dinner Tier Option	<i>Dinner Package</i>	<i>380 @ \$103.00</i>	<i>\$39,140.00</i>
Additional Chaperones		<i>@ \$51.50</i>	
Hors d'Oeuvres		<i>380 @</i>	
Bar Options	<i>Hosted Sodas and Juices</i>	<i>380 @</i>	<i>Included</i>
		<i>380 @</i>	
		<i>380 @</i>	
Seated Service			
Each Additional Guest at	<i>\$103.00</i>		
Subtotal -- Food & Beverage			<u><i>\$39,140.00</i></u>
Service Charge, Sales Tax, and Port Fees		<i>25%</i>	<i>Included</i>
Total - Food & Beverage with Tax and Service Charge			<u><i>\$39,140.00</i></u>

Special Client

NOTE: One free chaperone for every 25 students; additional are half price. Client vendor meals = \$25.

Package Add-Ons

<i>DJ Service</i>	<i>SOS Entertainment</i>		<i>\$1,800.00</i>
<i>Linen Option</i>	<i>Standard</i>	<i>@</i>	<i>Included</i>
<i>Karaoke DJ</i>	<i>TBD</i>	<i>@</i>	<i>\$895.00</i>
<i>4Security</i>	<i>TBD</i>	<i>@</i>	<i>\$800.00</i>

Other Vendor

Total Package Add-Ons	<i>\$3,495.00</i>
Event Total	<u><i>\$42,635.00</i></u>
Refundable Security Damage Deposit	<i>\$1,000.00</i>
<u>Grand Total</u>	<u><i>\$43,635.00</i></u>

Deposit Schedule:

<i>Deposit Amount: 25% of estimated total due to reserve date:</i>	<i>\$1,000.00</i>	_____
<i>Additional Deposit: 25% of estimated total due February 20, 2017</i>	<i>\$4,000.00</i>	_____
<i>Event Balance Due Two Weeks Prior:</i>	<i>\$38,635.00</i>	_____

To confirm, sign, date, and return to Events To The 'T', Inc.:

Ann Holman
(Signature)

9/17/15
(Date)

We are not able to hold dates without deposits. Therefore, this quote is subject to change. By signing this contract you are accepting financial responsibility of this guest minimum requirement, regardless of any future changes.



CERTIFICATE OF LIABILITY INSURANCE

COMMOD1

OP ID: PP

DATE (MM/DD/YYYY)

09/11/2015

PRODUCER

Douglas Maritime Ins. Brokers
1925 State Street, 3rd Floor
Santa Barbara, CA 93101
Chris Beckert, #0704241&307865

Phone: 806-563-6388

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Commodore Cruises & Events In,
FLEET
2394 Mariner Square Dr.
Alameda, CA 94501

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Catlin Indemnity Company

INSURER B: Endurance American

INSURER C: Great American Insurance Co.

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / ADD'L LTR / INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	HLO-4937-0915	09/16/2015	09/16/2016	EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Protection and <input checked="" type="checkbox"/> Indemnity				PERSONAL & ADV INJURY	\$
	GEN L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG				PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
	EXCESS / UMBRELLA LIABILITY				AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$
B	Excess P&I	OMX10005509201	09/16/2015	09/16/2016	4Mx1M	4,000,000
C	Excess P&I	OMH5335599	09/16/2015	09/16/2016	6Mx5M	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Note: Combined Protection & Indemnity Limit = \$10,000,000

ORIGINAL

CERTIFICATE HOLDER

INSVER1

CERTIFICATE OF INSURANCE IS FOR USE OF INSURED TO VERIFY INSURANCE COVERAGE ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

COMMOD1

QP ID: PP

DATE (MM/DD/YYYY)

09/11/2015

PRODUCER Douglas Maritime Ins. Brokers 1825 State Street, 3rd Floor Santa Barbara, CA 93101 Chris Beckert, #0704241&307865		Phone: 805-563-6388	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Commodore Cruises & Events Inc FLEET 2394 Mariner Square Dr. Alameda, CA 94501	INSURERS AFFORDING COVERAGE		
			INSURER A: Catlin Indemnity Company
			INSURER B:
			INSURER C:
			INSURER D:
			INSURER E:

NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR / ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HLO-4937-0915	09/16/2015	09/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	HLO-4937-0915 HLO-4937-0915	09/16/2015 09/16/2015	09/16/2016 09/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A		OTHER Protection and Indemnity	HLO-4937-0915	09/16/2015	09/16/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ORIGINAL

CERTIFICATE HOLDER

INSVER1 CERTIFICATE OF INSURANCE IS FOR USE OF INSURED TO VERIFY INSURANCE COVERAGE ONLY
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 27 Nov 2012
Expiration Date: 27 Nov 2017
IMO Number:

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.
Ex.Name SIR WINSTON also GALAXY COMMODORE

Vessel Name CABERNET SAUVIGNON COMMODORE	Official Number 1102705	Call Sign WDB3227	Service Passenger (Inspected)
Hailing Port ALAMEDA CA	Hull Material Steel	Horsepower 860	Propulsion Diesel Reduction
Place Built PALATKA, FL UNITED STATES	Delivery Date 01Dec2000	Date Keel Laid 09Dec1999	Gross Tons R-97 I-587
		Net Tons R-87 I-199	DWT Length R-94.8 I-94.8
Owner CABERNET SAUVIGNON COMMODORE LLC 2394 MARINER SQUARE ATTN: COMMODORE EVENTS ALAMEDA CA 94501 UNITED STATES	Operator MORGAN BOEHM PROESCHER 2394 MARINER SQUARE DR ALAMEDA CA 94501 UNITED STATES		

This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be 0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	1 Senior deckhand
0 3rd Mate/OICNW	0 1st Class Pilot	5 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 343 passengers, 13 other persons in crew, 0 persons in addition to crew, and no others.
Total persons allowed: 363

Route Permitted and Conditions of Operation:

---Lakes, Bays, and Sounds---

SAN FRANCISCO BAY AND ITS TRIBUTARIES. LIMITED TO NOT MORE THAN ONE MILE FROM SHORE.

WHEN THE DIRECT VERIFICATION METHOD IS USED FOR DETERMINING THE VESSEL'S STABILITY, THE MASTER MUST ENSURE THAT THE TOTAL WEIGHT OF ALL PERSONS, INCLUDING EFFECTS, DOES NOT EXCEED 67,200 LBS AND 420 TOTAL PERSONS ONBOARD.

WHILE THE VESSEL IS UNDERWAY, ONE DECKHAND MUST BE PROVIDED FOR EACH DECK AVAILABLE TO PASSENGERS.

WHEN THE VESSEL IS AWAY FROM A SHORESIDE DOCK, OR HAS PASSENGERS ON BOARD, OR BOTH, FOR
SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Alameda, CA, the Officer in Charge, Marine Inspection, Sector San Francisco certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections				This certificate issued by: <i>T. Phillips</i>
Date	Zone	A/P/Q	Signature	
-	-	-	-	T. PHILLIPS LCDR, USCG, By Direction Officer in Charge, Marine Inspection Sector San Francisco Inspection Zone
-	-	-	-	
-	-	-	-	
-	-	-	-	



Certificate of Inspection

Certification Date:
27Nov2012

CABERNET SAUVIGNON
COMMODORE

MORE THAN 12 HOURS IN ANY 24-HOUR PERIOD, AN ALTERNATE CREW SHALL BE PROVIDED.

THE SENIOR DECKHAND SHALL BE DESIGNATED IN WRITING BY THE MASTER, WITH A COPY RETAINED ON BOARD THE VESSEL. THE SENIOR DECKHAND SHOULD BE QUALIFIED AND TRAINED TO CARRY OUT THE DUTIES FOR EMERGENCY RESPONSE AND POLLUTION PREVENTION AS WELL AS THE DUTIES INCLUDED IN ASSISTING THE BRIDGE TEAM DURING THE COURSE OF ROUTINE OPERATIONS.

THE NUMBER OF REQUIRED DECKHANDS (INCLUDING THE SENIOR DECKHAND) WILL BE AS FOLLOWS:

PASSENGERS:	REQUIRED DECKHANDS:
1 - 149	4
150 - 299	5
300 - 400	6
400 - 420	7

ONE APPROVED CHILD-SIZE LIFE PRESERVER SHALL BE PROVIDED FOR EACH PERSON ON BOARD WEIGHING LESS THAN 90 POUNDS.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	31Mar2015	13Mar2013	01Mar2011

---Stability---

Letter Approval Date / 14Mar2012 Office/ CG MSC

---Lifesaving Equipment---

	Number	Persons		Required
Total Equipment for	420		Life Preservers(Adult)	420
Lifeboats(Total)	0	0	Life Preservers(Child)	42
Lifeboats(Port)*	0	0	Ring Buoys(Total)	3
Lifeboats(Starbd)*	0	0	With Lights*	1
Motor Lifeboats*	0	0	With Line Attached*	1
Lifeboats W/Radio*	0	0	Other*	0
Rescue Boats/Platforms	0	0	Immersion Suits	0
Inflatable Rafts	0	0	Portable Lifeboat Radios	0
Life Floats/Buoyant App	0	0	Equipped with EPIRB?	No
Inflatable Bouyant App(IBA)	0	0	(* included in totals)	

---Fire Fighting Equipment---

Number of Fireman Outfits/ 0 Number of Fire Pumps/ 1

Hose information

Qty	Diameter	Length
4	1.5	Other

Fixed Extinguishing Systems

Capacity	Agent	Space Protected
225	Carbon Dioxide	ENGINE ROOM
60	Other	BOW THRUSTER COMPARTMENT



Department of Homeland Security
United States Coast Guard

Certificate of Inspection

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CABERNET SAUVIGNON
COMMODORE

Fire Extinguishers - Hand portable and semi-portable

Qty	Class Type
8	A-II
1	B-I
4	B-II

---Certificate Amendments---

Current Amendment

Port Amending/ Sector San Francisco

Date Amended/ 13Mar2013

-Remarks-

COMPLETED DRYDOCK EXAM

END