

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

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 5th day of September, 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 5 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 \$ 22,000.00 for Services.  
The basis of the fee for Services shall be as follows:

a. \$ _____ per hour,	b. \$ _____ per day, or	c. \$ <u>22,000.00</u> per engagement.
<u>01</u> - <u>9010</u> - <u>1110</u> - <u>1000</u> - <u>39360</u> - <u>000</u> - <u>326</u> - <u>326</u> - <u>5800</u>	\$ <u>22,000.00</u>	
_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____	\$ _____	
_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____	\$ _____	

**BUDGET CODE(S)**

**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 09/05/19. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

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.

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

**Additional Insured Status**

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

**Primary Coverage**

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

**Notice of Cancellation**

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

**INSURANCE REQUIREMENTS**

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

Limits: \_\_\_\_\_

Other: \_\_\_\_\_

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

\_\_\_\_\_  
Superintendent

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

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

DISTRICT

CONTRACTOR

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

Name: Events To The T, Inc.  
Attn: Toby Proescher  
Address: PO Box 3440  
Walnut Creek, CA 94598  
Phone: 925.525.8629  
Fax: 925.335.9797  
Tax ID #: 33-1013077

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

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

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

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: [Signature] 9/11/19  
 Signature of Principal/Budget Administrator Date  
 Title: Rianne Blattegrat, Principal  
 Print Name and Title

Events To The 'T', Inc.  
 Name of Company/Organization or Independent Contractor/Consultant  
 By: [Signature] 9/5/19  
 Signature of Contractor/Consultant Date  
 Title: Toby Proescher - CEO  
 Print Name and Title

Authorized and Approved by:  
[Signature] 9-1-19  
 Superintendent or Designee Date

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

[Signature] 9-11-19  
 Originator's Signature Date  
Laurie Cullenward, Secretary  
 Print Name of Originator and Title

[Signature]  
 Site/Department Originating this Contract

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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## EXHIBIT A

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

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

Academy of Sciences facility rental

9/10/19 \$5,000.00  
2/10/21 \$15,000.00  
5/9/21 \$2,000.00

1/6/17

## EXHIBIT B

### *Contractor REQUIRED to Complete*

### CRIMINAL BACKGROUND CHECK CERTIFICATION

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

Name of Independent Consultant/Contractor:	Events To The 'T', Inc.	
Services to be performed under the Agreement:	Event Planning	
Schools/Locations where services will be performed:	CA Academy of Sciences	
Total amount to be paid by the District under this Agreement:	\$ 22,000.00	
Term of Agreement:	Partial payments	
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1	<input checked="" type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A		If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B		I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

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

  
 \_\_\_\_\_  
 Superintendent or Designee's Signature

Toby Proesch 9/5/19  
 \_\_\_\_\_  
 Print Name Date  
 Independent Contractor/Consultant

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

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# Events to the 'T' Inc.

Northern California's Largest School Event Planner  
SFproms.com for everything you need!

## INVOICE

Please make deposits payable and remit to:

Events To The 'T', Inc.

PO Box 3440, Walnut Creek, CA 94598

Client Name: Concord High School Event Date: 5/8/21  
Event Location: CA Academy of Sciences Event Type: Prom

<i>Date Due</i>	<i>Description</i>	<i>Amount Due</i>
Upon Receipt	Initial Deposit	\$5,000.00
Total: \$		\$5,000.00

  
Principal  
Rianne Plattzgraff

PO Box 3440, Walnut Creek, CA 94598 | c. 925 525 8629 | o. 925 335 0633 | f.

925 335 9797

# Events to the 'T' Inc

PO Box 3440  
Walnut Creek, CA 94598

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

www.SFproms.com

## EVENT CONTRACT

This agreement is entered into on September 5, 2019 between EVENTS TO THE 'T' Inc. and CONCORD HIGH SCHOOL/MDUSD, Concord, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

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

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

\_\_\_ 2. Event Location:

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

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

Saturday, May 8, 2021  
5:15p.m. – 8:00p.m. Set-up  
8:00p.m. -12:00a.m. Ball

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

\$22,000.00 facility rental  
\*Price includes \$500 parking garage deposit  
\*Price does not include \$5/student guest services fee  
\*Price includes Steinhardt Aquarium rental

\_\_\_ 5. Deposit schedule:

\$ 5,000.00  
\$15,000.00  
\$ 2,000.00 +extras

To Reserve  
2/10/21  
5/8/21



# Events to the 'T' Inc

PO Box 3440  
Walnut Creek, CA 94598

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

www.SFproms.com

## TERMS OF AGREEMENT

- 1) Events To The 'T' will act as your agent and book all requested vendors.
- 2) Events To The 'T' will schedule all arrivals, handle all deposits and payments, and ensure all scheduled activities are approved by the event site.
- 3) In the event of sickness, accident, acts of god and/or other legitimate conditions beyond the above vendor's control, every effort will be made to find a replacement. Events To The 'T' and vendor's liability are limited to vendors price.
- 4) Client will assume full responsibility and liability for the conduct of his or her guests regarding theft or damage to any performers' equipment, or injury to any performer caused by intentional or negligent acts by clients or his or her guests.
- 5) No verbal agreement may amend this contract. If any legal action is necessary to enforce the terms of this agreement, Events To The 'T' will be entitled to reasonable collection fees.
- 6) Any deposits/balances unpaid after due date will accrue a 1.5% interest rate per month.
- 7) Lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment.

## TERMINATION OF AGREEMENT

- 1) If terminating a date, written notice must be received at least ninety (90) days prior to cancellation.
- 2) Outside of ninety days the full facility rental fees are due and 100% of expected commissions will be due to Events To The 'T' Inc.
- 3) If terminating 30-90 days prior to event date, client will increase payment to 50% of expected total of said event. Events To The 'T' Inc. will pay off all deposits due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.
- 4) If terminating event within 30 days, full payment is due. Events To The 'T' Inc. will pay off all monies due to vendors per their contracts and 100% of expected commissions due to Events To The 'T' Inc. We will then mail you a refund check with an itemized cancellation fee schedule.
- 5)

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

Michal Jimenez  
(Name of Client) 925 682-8000  
(Area Code & Phone Number)

1936 Carlotta Dr.  
(Mailing Address) Concord CA 9459  
(City) (State) (Zip)

(Signature of Client) (Date)

Toby Proescher

Digitally signed by Toby Proescher  
DN: cn=Toby Proescher, o.ou,  
email=toby@lavish-events.com, c=US  
Date: 2019.09.05 06:05:42 -07'00'

9/5/19

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

(Date)

# Events to the 'T' Inc

PO Box 3440  
Walnut Creek, CA 94598

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

www.SFproms.com

## SPECIAL NOTES:

- DJ to setup in Piazza for dancing. DJ to bring Ipod with background music for other rooms
- School **must** provide a minimum of 25 chaperones. Mandatory positions as follows:
  - 2 by Swamp at all times (don't throw anything in)
  - 1 by Living Roof staircase/bathroom (right of lobby)
  - 1 in front of Penguin habitat (tell students no flash photography)
  - 1 outside West Terrace
  - 1 at Lobby entrance
  - 8 in Aquarium during viewing time
- Customer may provide school, theme, or event logo to display on lobby monitors. The images must be submitted by **4/30/21** in a 72dpi, 1280x720 JPEG. There are 6 monitors total (3 per side that can be used)
- All materials for female coat check include: racks, hangers, tickets, paper bags, sharpee pens
- Male coat check is operated and staffed by Academy of Sciences employees

The information below is subject to change:

- Garage at 55 Music Concourse Dr. is open until 12:30a. Parking from 5:30p-12:30a is \$17
- A \$500 garage deposit is included in this price. If 33 cars park, the entire amount is refunded. If you are arriving entirely by bus, we close the garage and you will not be charged
- You must choose to use the West Pavilion as the Color of Life exhibit in East Gallery is scheduled to be replaced from March-June. The newly redesigned West Pavilion will be able to feature karaoke with the Earthquake exhibit open, and shake room staffed.
- The Academy has instituted a \$1000 (down from \$3K) Catering Fee to all prom events when a caterer such as McCall's is used. This does not apply to crepe/bar service/chocolate fountain vendors. This fee will be included in your final catering bill once decided.

## OUTSIDE VENDORS:

Any outside vendor brought in through school must obtain and maintain in full force and effect the following insurance: (i) commercial general liability Insurance with a limit of not less than \$2,000,000 per occurrence **and** annual aggregate; (ii) workers' compensation insurance in accordance with applicable law, (iii) employers' liability coverage with a limit of not less than \$1,000,000; and (iv) business automobile liability insurance with a limit of not less than \$1,000,000 each occurrence, including coverage for owned, non-owned and hired automobiles.

Policy to list *Events To The 'T', Inc, California Academy of Sciences, the City and County of San Francisco, including its Recreation and Parks Commission, and their respective officers, trustees, commissioners, agents and employees* as additionally insured for \$2,000,000.

Please note that client school assumes all liability from damages done to premises by outside vendors!

- \*All food/drink to be added later and new contract will be submitted
- \*Aquarium time TBD (90 min, ending by 10:45pm)
- \*Includes slippers for women who take their shoes off

**CALIFORNIA ACADEMY OF SCIENCES RENTAL AGREEMENT  
BASIC TERMS AND DEFINITIONS**

RENTER: <u>Events to the T</u>	CONFIRMATION DEADLINE: <u>Thursday, October 3, 2019</u>
CONTACT: <u>Toby Proescher</u>	DESCRIPTION OF EVENT: <u>High School Prom</u>
PHONE NUMBER: <u>925-335-8629</u>	DATE OF EVENT: <u>Saturday, May 8, 2021</u>
FAX NUMBER: <u>925-335-9797</u>	TIME OF EVENT: <u>8:00pm-12:00am</u>
ADDRESS: <u>286 Brady Street</u>	RESERVED AREA: <u>Swamp, Piazza, West Hall, African Hall, Aquarium (90 minutes viewing)</u>
CITY, STATE AND ZIP CODE: <u>Martinez, CA 94553</u>	RENTAL FEE: <u>\$20,000.00 (17,500 Rental fee + \$2,500 rental fee for 90 minutes Aquarium viewing)</u>
EMAIL ADDRESS: <u>toby@lavishevents.com</u>	50% OF RENTAL FEE IS <b>NON-REFUNDABLE</b> : <u>25% Rental Fee Deposit \$ 5,000 due (Thursday, October 3, 2019)</u> <u>(Rental Fee Deposit is made pursuant to Paragraph 6 of this Agreement re Cancellation and Liquidated Damages.)</u>
CLIENT (IF DIFFERENT FROM RENTER): <u>Concord HS Mt Diablo Unified School District</u>	ADDITIONAL AUDIO VISUAL SERVICE FEE (AS APPLICABLE): <u>\$350.00</u>
ESTIMATED NO. OF ATTENDEES: <u>500</u>	BALANCE OF RENTAL FEE & AV FEE: <u>\$15,000 + \$350 = \$15,350 due Monday, March 29, 2021</u>
SERVICE FEE (BASED ON NO. OF ATTENDEES LISTED ABOVE): <u>INCLUDED</u>	SECURITY DEPOSIT (REFUNDABLE) <u>\$1,500 due Monday, March 29, 2021</u>

\*The Academy accepts payments via check, cash, wire or ACH Transfer.

By signing below, Renter confirms that Renter has read and agrees to the terms and conditions of this Rental Agreement (this "Agreement"), consisting of Paragraphs 1 through 15, the Insurance Requirements ("Insurance Requirements") attached hereto as Exhibit A, the Facility Rental Policies and Procedures ("Policies and Procedures") attached hereto as Exhibit B, the Caterer and Vendor Rules and Procedures ("Caterer Rules") attached hereto as Exhibit C, including the Food Service Guidelines attached as Schedule 1 thereto, and Steinhart Aquarium Facility Rental Guidelines attached as Exhibit D. Please note that Renter must also initial Paragraph 6 of this Agreement and sign the last page of the Policies and Procedures. In addition, if Client is different from Renter, by signing below, Client confirms that Client has read and agrees to the terms and conditions of this Agreement, the Policies and Procedures and the Caterer Rules. Please note that Client (if different from Renter) must initial Paragraph 6 of this Agreement and sign the last page of the Policies and Procedures.

**CALIFORNIA ACADEMY OF SCIENCES:**

By: \_\_\_\_\_

Christophe Ley  
Associate Director, Facility Rentals  
(415) 379-5497

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

**RENTER:** Events to the T

By: \_\_\_\_\_

Toby Proescher  
(type or print name)

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

**CLIENT (If different from Renter):** Concord HS Mt Diablo Unified School District

By: \_\_\_\_\_

Michael James  
Michael James

4. **Rescheduling.** Subject to availability, Renter may reschedule an Event to another date no later than six (6) months after the original Date of Event, provided that Renter notifies the Academy of such request for re-scheduling at least sixty (60) days prior to the original Date of Event. If Renter so reschedules an Event, the Rental Fee Deposit will be applied to the rescheduled Event.

5. **Default by Renter.** If Renter fails to pay the Rental Fee, Service Fee, Security Deposit or other amount when due, fails to timely provide evidence of required insurance, or otherwise fails to perform any obligation of Renter under this Agreement, the Academy may terminate this Agreement and Renter's right to use the Reserved Area.

6. **Cancellation and Liquidated Damages.** If the Academy terminates this Agreement for any reason other than the default of Renter or Client, the Academy shall refund the Rental Fee Deposit and any other fees paid by Renter within sixty (60) days after such cancellation. If (i) Renter cancels the Event or is unable or unwilling to reschedule the Event as set forth in Paragraph 4 above or (ii) the Academy terminates this Agreement due to the default of Renter or Client, the Academy shall be entitled to fifty percent (50%) of the Rental Fee as liquidated damages. The parties acknowledge that the actual damages the Academy would suffer in such circumstances are impracticable and extremely difficult to determine, and that fifty percent (50%) of the Rental Fee is a reasonable estimate of such damages.

Renter's Initials: \_\_\_\_\_

Client's Initials (if applicable):  \_\_\_\_\_

7. **Application of Security Deposit.** If Renter or Client fails to pay any amount when due under this Agreement, or any Renter Party causes damage to the Academy Building or its exhibits, or causes harm to or endangers the live animals on exhibit, or Renter or Client otherwise defaults with respect to any provision of this Agreement, the Academy may apply or retain all or any portion of the Security Deposit for the payment of such delinquent amount, or to compensate the Academy for any loss or damage. The Academy shall not be required to keep the Security Deposit separate from its general account, and no trust relationship is created between the Academy and Renter with respect to the Security Deposit. If Renter and Client perform all of their obligations hereunder, the Security Deposit, or so much thereof as has not been applied by the Academy, shall be returned to Renter after the Event, without payment of interest.

8. **Academy Services.** The Rental Fee and Service Fee include the following services: (i) one special events coordinator to be present during the Event; (ii) one technician for engineering and electrical needs; (iii) security guards, guest services staff, and a staffed biologist, in accordance with the Academy's standard practices; and (iv) general custodial services. All additional services, equipment and personnel shall be paid for by Renter. Renter expressly agrees that the Academy may, in its sole discretion, determine that additional security is necessary or desirable in connection with the Event, in which case Renter shall reimburse the Academy for such security services within ten (10) days after receipt of invoice. Renter acknowledges that the Academy security staff are present to protect the Academy Building and its contents only. The Academy security staff has no duty to protect Renter Parties (as defined in Paragraph 13(a) below), or their property. Any security service hired by Renter must be approved in advance by the Academy.

9. **Condition of Reserved Area: Temporary Closure of Exhibits.**

(a) **Condition of Reserved Area.** Renter has had an opportunity to inspect the Reserved Area, and agrees to accept the Reserved Area in its existing "as is" condition, without representation or warranty of any kind by the Academy. The Academy reserves the right at any time and from time to time, to alter the Academy Building, including the Reserved Area, and Renter acknowledges that the Academy Building and the Reserved Area may be different on the Date of Event than on the date of Renter's inspection.

(b) **Temporary Closure of Exhibits.** Renter acknowledges that occasionally it is necessary or advisable to close exhibits in order to perform maintenance, repairs, or remodeling or to protect the safety, health or general well-being of plants and animals in the exhibits. If the Academy determines that such closure will occur during the Event, the Academy will promptly so notify Renter. Renter shall have no right to terminate this Agreement due to such closure, but in such case the Academy and Renter agree to work cooperatively to substitute other exhibit(s) for the closed exhibit(s).

10. **Compliance with Laws and Policies and Procedures.** Renter and Client shall be fully responsible for identifying and complying with, and causing all Renter Parties to comply with, all laws, ordinances and regulations relating to its use of the Reserved Area, including all fire department regulations, event permits, and licenses. In addition, Renter and Client each agrees to observe and comply with, and to cause all Renter Parties to observe and comply with, the Policies and Procedures.

11. **Approval of Material.** The content of any electronic or printed material referencing the Academy, including invitations, programs, promotional materials, signs, posters, and tickets, must be approved in advance by the Academy. Renter shall be entitled to use the Academy trademark, CALIFORNIA ACADEMY OF SCIENCES, including the Academy trademark logo, in print or electronic materials, solely for the purpose of referencing the Academy Building as the site of the Event. Renter shall not have the right to use any other Academy trademarks, or any photographs of the Academy or other copyrighted images of the Academy, without the prior written approval of the Academy.

12. **Insurance.** Renter, at Renter's expense, shall comply with the applicable Insurance Requirements specified in Exhibit A attached hereto. In addition, Renter shall cause each of its caterers and vendors for the Event to comply with the

(e) Authority. If Renter is a corporation, partnership, limited liability company, unincorporated association, or other entity, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity.

(f) Force Majeure. If it is illegal or impracticable for the Academy to provide the Reserved Area or services for the Event due to fire, earthquake, strike or other labor disturbances, threat to public safety, governmental restrictions, or other circumstances beyond the Academy's reasonable control, the Academy may terminate this Agreement without liability to Renter.

(g) Interest. Any amount not paid by Renter when due shall bear interest from the due date until paid at twelve percent (12%) per annum.

(h) Interpretation. This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party. The word "including" shall be deemed followed by the phrase "without limitation." Time is of the essence with respect to the performance of all of Renter's obligations under this Agreement. The remedies provided for in this Agreement are in addition to all other remedies available to the Academy at law or in equity.

(i) Governing Law: Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party stipulates and agrees that the State and Federal courts of the State of California shall have personal jurisdiction over each of them for the purpose of litigating any action or proceeding arising out of or in any way connected with this Agreement. Each party further stipulates that any action or proceeding arising out of or in any way connected with this Agreement shall be filed and litigated exclusively in the State and Federal courts located in the City and County of San Francisco. Each party hereby waives its right to assert the doctrine of forum non conveniens or to object to venue in the State and Federal courts of the City and County of San Francisco in any action or proceeding arising out of or in any way connected with this Agreement. The provisions of this Paragraph 15(i) shall survive the expiration or earlier termination of this Agreement.

(j) Exhibits. The following attached Exhibits are a part of this Agreement and are incorporated herein by this reference:

Exhibit A	Insurance Requirements
Exhibit B	Facility Rental Policies and Procedures
Exhibit C	Caterer and Vendor Rules and Procedures, including the Food Service Guidelines attached as Schedule 1

(k) Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto, is the entire agreement between the Academy and Renter with respect to the subject matter hereof.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2018

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

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

<b>PRODUCER</b> Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Hiscox Insurance Company Inc      10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Events To The 'T', Inc. 2754 Venado Camino Walnut Creek      CA 94598		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	UDC-1666925-BOP-18	12/02/2018	12/02/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ S/T Each Occ. GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			UDC-1666925-BOP-18	12/02/2018	12/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)  
 Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers are named as additional insureds.

**CERTIFICATE HOLDER****CANCELLATION**

Mt. Diablo Unified School District, its officers, officials, agents, employees and volunteers  
 1936 Carlotta Drive  
 Concord, CA 94519

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



Hiscox Insurance Company Inc.

Policy Number: UDC-1666925-BOP-18  
Named Insured: Events To The 'T', Inc.  
Endorsement Number: 16  
Endorsement Effective: December 02, 2018

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

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

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

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

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



# Personal Umbrella Declaration Page

**Policy Number:** 60270-93-11  
**Effective:** 8/23/2019 12:01 AM  
**Expiration:** 8/23/2020 12:01 AM  
**Named Insured(s):** Toby Proescher  
 2754 Venado Camino  
 Walnut Creek, CA 94598-3442  
 toby@lavishevents.com

**Underwritten By:** Truck Insurance Exchange  
 6301 Owensmouth Ave.  
 Woodland Hills, CA 91367

## Premiums (Item 1)

► **Policy Premium** **\$593.00**

### This is not a bill.

Your bill with the amount due will be mailed separately.

## Rated Exposures (Item 2)

Exposure Type	Quantity	Exposure Type	Quantity
Owner Occupied Residence	1	Motorized Vehicle	4

## Schedule of Underlying Insurance (Item 3)

You have told us you have underlying insurance policies with liability limits listed below. If the underlying policies terminate or the liability limits are less than shown below, in the event of a covered loss we will only pay those damages we would have paid if the limits and policies were in place as scheduled. You must keep the coverages and limits below in effect to avoid gaps in your protection.

Insurance Carrier	Policy Number	Coverage	Limit of Insurance (in thousands of dollars)
Farmers Insurance Exchange	160002295	Auto Liability	500/500/500
Farmers Insurance Exchange	185906817	Auto Liability	500/1000/500
Fire Insurance Exchange	985545531	Homeowner	1000

2754 Venado Camino, Walnut Creek, CA

## Limits (Item 4)

Coverage Type	Limit (each occurrence)	Coverage Type	Limit (each occurrence)
General Liability	\$2,000,000	Uninsured/Underinsured Motorist	Not Covered
Retained Limit	\$250		

## Driver Information

Name	Driver Status	Name	Driver Status
Toby Proescher	Covered	Sanda Proescher	Covered



## Declaration Page (continued)

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### Policy and Endorsements

This section lists the policy form number and any applicable endorsements that make up your insurance contract. Any endorsements that you have purchased to extend coverage on your policy are also listed in the coverages section of this declarations document: 56-5280 3rd ed.; CA029A 1st ed.; CA103A 1st ed.; E0117 1st ed.; E0118 1st ed.; J6951A 1st ed.; 25-8531 10-12

### Other Information

- The Attorney-In-Fact (AIF) or Management Fee for your renewed policy will never exceed 20% of the policy's premiums and will be paid out of the premiums. You may wish to consider this information in deciding whether to accept or decline this offer to renew your policy.
- Go Green by logging onto [Farmers.com](http://Farmers.com) or contacting your Farmers Agent.

### \*Information on Additional Fees

The "Fees" stated in the "Premium/Fees" section on the front apply on a per-policy, not an account basis. The following additional fees also apply:

- 1. Service Charge per installment** (In consideration of our agreement to allow you to pay in installments):
  - For Recurring Electronic Funds Transfer (EFT) and fully enrolled online billing (paperless): **\$0.00** (applied per account)
  - For other Recurring EFT plans: **\$2.00** (applied per account)
  - For all other payment plans: **\$5.00** (applied per account)
- 2. Late Fee: \$10.00** (applied per account)
- 3. Returned Payment Charge: \$25.00** (applied per check, electronic transaction, or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account)
- 4. Reinstatement Fee: \$0.00** (applied per policy)

One or more of the fees or charges described above may be deemed a part of premium under state law.

If this account is for more than one policy, changes in these fees are not effective until the revised fee information is provided for each policy.

#### Countersignature



Authorized Representative



# Evidence of Insurance

**Policy Number:** 18590-68-17  
**Policy Edition:** 1st  
**Effective:** 12/23/2013 12:01 AM  
**Expiration:** Continuous until cancelled  
**Expiration Time:** 12:01 AM  
**Insured:** Toby Proescher  
 Sanda Proescher  
 2754 Venado Camino  
 Walnut Creek, CA 94598-3442

**Underwritten By:** Farmers Insurance Exchange  
 6301 Owensmouth Ave.  
 Woodland Hills, CA 91367  
**Your Agent:** Curtis Lynn Holzer  
 600 W 2nd St  
 Antioch, CA 94509-1270  
 (925) 754-6500  
 FAX: (925) 754-4664  
 cholzer@farmersagent.com

## Vehicle Information

Year	Make	Model	VIN
2013	Chevrolet Truck	Tahoe 4Door 4X2 Ls	1GNSCAE05DR344270

## Coverages

Coverage Type	Limit/Deductible	Coverage Type	Limit/Deductible
Bodily Injury Liability	\$500,000 each person \$1,000,000 each accident	Collision	\$1,000 Deductible
Property Damage Liability	\$500,000 each accident	Additional Equipment	\$1,000
Permissive User Limit of Liability	Full (See Permissive User Limit of Liability in your policy)	Uninsured Motorist Property Damage With Collision	Covered
Medical Coverage	\$5,000 each person	Towing and Road Service	Not Covered
Uninsured Motorist Bodily Injury	\$500,000 each person \$1,000,000 each accident	Other	Not Covered
Comprehensive	\$100 Deductible		

This evidence is subject to all of the terms, conditions and limitations set forth in the policy and endorsements attached to it. It is furnished as a matter of information only and does not change, modify or extend the policy in any way. It supersedes all previously issued certificates.

## Evidence of Insurance (continued)

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### Loss payable provisions

(Applicable only if lienholder is named, and no other Automobile loss payable endorsement is attached to the policy)

It is agreed that any payment for loss or damage to the vehicle described in this policy shall be made on the following basis:

1. At our option, loss or damage shall be paid as interest may appear to the policyholder and the lienholder shown in the Declarations, or by repair of the damaged vehicle.
2. Any act or neglect of the policyholder or a person acting on his behalf shall not void the coverage afforded to the lienholder.
3. Change in title or ownership of the vehicle, or error in its description shall not void coverage afforded to the lienholder.

The policy does not cover conversion, embezzlement or secretion of the vehicle by the policyholder or anyone acting in his behalf while in possession under a contract with the lienholder.

A payment may be made to the lienholder which we would not have been obligated to make except for these terms. In such event, we are entitled to all the rights of the lienholder to the extent of such payment.

The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse we will notify the lienholder at the address shown in the Declarations. We will give the lienholder advance notice of not less than 10 days from the effective date of such cancellation or lapse as respects his interest. Mailing notice to the loss payee is sufficient to effect cancellation.

The following applies as respects any loss adjusted with the mortgagee interest only:

1. Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
2. Any deductible applicable to Collision Coverage shall not exceed \$250.



Authorized Representative

8/2/2019

Date