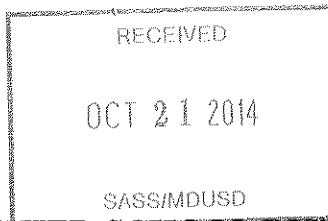


Purchase Requisition # R82431



On File W-9 Insurance

RECEIVED

MT. DIABLO UNIFIED SCHOOL DISTRICT

1936 Carlotta Drive
Concord, CA 94519

OCT 21 2014

BUDGET & FISCAL SERVICES

AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 10 day of 10/2014, by and between the Mt. Diablo Unified School District (hereinafter "District") and EVENTS TO THE 'T' (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 \$ 24,850.00 for Services 358 - 3936 - 49 - 5800 \$ 24,850.00

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

- a. \$ _____ per hour, _____ - _____ - _____ - _____ \$ _____
- b. \$ _____ per day, or _____ - _____ - _____ - _____ \$ _____
- c. \$ 24,850.00 per engagement. _____ - _____ - _____ - _____ \$ _____

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 10-10-14. 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.



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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

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

CONTRACTOR

Name: EVENTS TO THE 'T'
Attn: Toby Proesher
Address: 286 Brady Street
Martinez, CA 94553
Phone: (925) 335-0633
Fax: (925) 335-9797
Tax ID #: _____

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 # R82431

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

EVENTS TO THE 'T'

By: [Signature] 10.16.14
Signature of Principal/Budget Administrator Date

Name of Company/Organization or Independent Contractor/Consultant
By: _____
Signature of Contractor/Consultant Date

Title: Michael McAlister, Principal
Print Name and Title

Title: _____
Print Name and Title

Authorized and Approved by:
[Signature] 10/21/14
Superintendent or Designee Date

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

[Signature] 10/13/14
Originator's Signature Date

Northgate High School / Leadership
Site/Department Originating this Contract

Kourtney Howerton, Leadership Teacher
Print Name of Originator and Title

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

NHS/ASB
Junior Class 216-00

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

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

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

- USS Hornet- Hanger Bay 3/Fantail
- Food: Sweet Crepes Action Station & Artisanal Platters
- Drinks: Unlimited Sodas and Water Stations
- Entertainment: DJ Mikey Tan, Karaoke DJ on Fantail
- 3 Hour Flight Simulator 6:30pm-9:30pm
- 6 Ghost Tour Docents 6:30pm-9:30pm
- Seating for 50 Attendees
- 1M Insurance Policy Requirement:
- Security: 7 Private Company Guards for Searching + Hornet Staff
- Facility Set-Up & Clean-Up
- Coat Check Materials: NHS to Provide Staff
- Events to the 'T' Inc. Manager

Event Location:

USS Hornet Museum
707 W Hornet Ave, Pier 3
Alameda, CA 94501

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

Saturday, March 14, 2015
3:00p.m. – 6:00p.m. Set-up
6:00p.m. -10:00p.m. Prom

Agreed upon compensation for engagement:

\$24,850.00 for 350 students
*At 400 students, cost per student is \$65.00
*At 450 students, cost per student is \$60.00

Deposit schedule:

\$ 2,500.00
\$ 5,000.00
\$17,350.00 +extras

To Reserve
2/10/15
3/14/15

Final count due 3/12/15 please



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EXHIBIT B

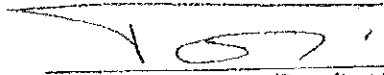
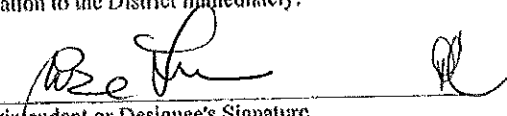
Contractor **REQUIRED** to Complete CRIMINAL BACKGROUND CHECK CERTIFICATION

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:	USS Hornet Aircraft Carrier	
Total amount to be paid by the District under this Agreement:	\$ 24,850 ⁻	
Term of Agreement:	Partial payments	
Check the applicable box(es) and fill in any blanks.		
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	<input type="checkbox"/>	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	<input type="checkbox"/>	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 Proescher	Rose Lodi
Print Name	Print Name
10/15/14	10/21/14
Date	Date
Independent Contractor/Consultant	Superintendent or Designee's Signature



Events to the 'T' Inc

R82431
Jr. Prom

286 Brady Street
Martinez, CA 94553
Fire up your event!

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

www.SFproms.com

EVENT CONTRACT

This agreement is entered into on September 11, 2014 between EVENTS TO THE 'T' Inc. and NORTHGATE HIGH SCHOOL, Walnut Creek, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

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

- USS Hornet- Hanger Bay 3/Fantail
- Food: Sweet Crepes Action Station & Artisanal Platters
- Drinks: Unlimited Sodas and Water Stations
- Entertainment: DJ Mikey Tan, Karaoke DJ on Fantail
- 3 Hour Flight Simulator 6:30pm-9:30pm
- 6 Ghost Tour Docents 6:30pm-9:30pm
- Seating for 50 Attendees
- 1M Insurance Policy Requirement:
- Security: 7 Private Company Guards for Searching + Hornet Staff
- Facility Set-Up & Clean-Up
- Coat Check Materials: NHS to Provide Staff
- Events to the 'T' Inc. Manager

2. Event Location:

USS Hornet Museum
707 W Hornet Ave, Pier 3
Alameda, CA 94501

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

Saturday, March 14, 2015
3:00p.m. - 6:00p.m. Set-up
6:00p.m. -10:00p.m. Prom

4. Agreed upon compensation for engagement:

\$24,850.00 for 350 students
*At 400 students, cost per student is \$65.00
*At 450 students, cost per student is \$60.00

5. Deposit schedule:

\$ 2,500.00
\$ 5,000.00
\$17,350.00 +extras

To Reserve

2/10/15

3/14/15

Final count due 3/12/15 please

Events to the 'T' Inc

286 Brady Street
Martinez, CA 94553
Fire up your event!

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

www.Sfproms.com

TERMS OF AGREEMENT

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

TERMINATION OF AGREEMENT

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

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

Northgate High School (Area Code & Phone Number) (925) 938-0900
 (Name of Client) CA

425 Castle Rock Rd Walnut Creek (City) 94598 (State) (Zip)
 (Mailing Address)

Kourtne Howard (Date) 9/30/14
 (Signature of Client)

Toby Proescher (Date) 9/11/14

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

Events to the 'T' Inc

282431

286 Brady Street
Martinez, CA 94553
Fire up your event!

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

www.SFproms.com

SWEET CREPES ACTION STATION:

Nutella, Banana, Whipped Cream, Powdered Sugar, Caramel, Lemon Curd, Strawberry/Apricot
Jam
(service for 200)

DISPLAYS:

Chocolate Dipped Strawberries
Assorted Cheeses, Crackers, and Breads
(service for 150)

BEVERAGES:

Unlimited Sodas
Grenadine
Water Stations

DÉCOR INCLUDED:

Coat Check: Racks, Hangers, Tickets, Paper Bags, Sharpee Pens
Linen: White tablecloths on (5) 60" rounds, black on service tables/kiosks
Centerpieces: (5) Glass bowls with floating LED lily pads
M/F Bathroom Gift Baskets

SPECIAL NOTES:

- ETTT to supply Ultimate lightshow/insurance for DJ/LED stix/CO2 gun
- Baskets with: Bandages, spray deodorant, tampons, etc..
- Client providing their own photographer/photo booth
- Karaoke on Fantail
- ETTT is not responsible for running out of food since it is a split order

W

R82431

3/14/2015

GUEST MIN

350	400	450
\$75	\$69	\$64

Hornet Rental		7500		
Hornet Costs				
Engineers		1560		
6 Docents (tours)		480		
Dancefloor (large)		1280		
Hornet Security		728		
Seating for 50		170		
Flight Simulator		<u>900</u>		
		12618	12618	12618
DJ		1200	1200	1200
Linen		300	300	300
Service tables/coat check/high boys		500	500	500
Soda/Water Bar	\$11/	3850	4400	4950
Sweet/Savory Crepes	\$15/	5250	6000	6750
My Security (7) 5:30-10:30	\$40x7x5	1400	1400	1400
Bathroom baskets		100	100	100
Karaoke DJ		895	895	895
Centerpieces (5)		<u>75</u>	<u>75</u>	<u>75</u>
		26188	27488	28788

EXTRAS

A/V lights		1930		
Cheese/cracker/baguettes		\$75/platter for 20		
Captin Hats (150)		450		
White Balloon ceiling		C\$2000		
Ceiling lanterns		TBD		

JR Prom