

Purchase Requisition # PR90904

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

On File W-9
 Insurance

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

THIS AGREEMENT is made this 23^r day of February, by and between the Mt. Diablo Unified School District (hereinafter "District") and Hornblower Cruises and Events (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 \$ 44,989.98 for Services 326 - 3936 - 49 - 5800 \$ 25,000.00

The basis of the fee for Services shall be as follow 326 - 3936 - 49 - 5800 \$ 19,989.98

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ 44,989.98 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 3/21/2016. 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. *DM*
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: \$1mm insurance with \$2mm aggregate due to

Other: \$1mm umbrella policy

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: Hornblower Cruises and Events
Attn: Janet Manquen
Address: Pier 3, Hornblower Landing
San Francisco, CA 94111
Phone: 415-983-8262
Fax: _____
Tax ID #: 94-2699024

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] 3/4/16
 Signature of Principal/Budget Administrator Date

Title: Rianne Pfaltzgraff, Principal
 Print Name and Title

Horoblower Cruises & Events
Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 3/4/16
 Signature of Contractor/Consultant Date

Title: Janet M Manouen
 Print Name and Title

Authorized and Approved by:

Superintendent or Designee Date

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

[Signature] 3/7/16
 Originator's Signature Date

Leah Darby, Teacher
 Print Name of Originator and Title

Leadership / Class of 2016 & 2017
 Site/Department Originating this Contract

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

ASB - CHS

4200 Concord Blvd

Concord, CA 94521

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

Prom Venue

Will provide:

Non-alcoholic beverage service

Full dinner service

Security, 1 person per 100 students

Yachting service, cruise around the bay

\$20,000 deposit by 3/10/2016

Final balance, \$24989.98, due by 5/11/2016

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:	Hornblower Cruises and Events	
Services to be performed under the Agreement:	Prom Venue/Yachting service	
Schools/Locations where services will be performed:	CHS/Pier 3 - SF Bay	
Total amount to be paid by the District under this Agreement:	\$ 44,989.98	
Term of Agreement:	Through 5/21/2016	
<i>Check the applicable box(es) and fill in any blanks.</i>		
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."

Janet M Manduca

 Independent Contractor/Consultant Signature
 Janet M Manduca

 Print Name
 3/14/16

 Date
 Independent Contractor/Consultant

 Superintendent or Designee's Signature

 Print Name

 Date
 Superintendent or Designee's Signature

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hornblower Yachts, Inc	
	2 Business name/disregarded entity name, if different from above Hornblower Cruises & Events	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) Pier Three, Hornblower Landing	
	6 City, state, and ZIP code San Francisco, CA 94122	
	7 List account number(s) here (optional)	

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] [] []	
or	
Employer identification number	
9 4 - 2 6 9 9 0 2 4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶ 1-25-2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Certificate of Inspection

Certification Date:
11Sep2014

SAN FRANCISCO BELLE

IN ACCORDANCE WITH 46 CFR 199.630(f), THIS VESSEL WAS APPROVED FOR AN ALTERNATIVE TO THE LIFESAVING SURVIVAL CRAFT REQUIREMENTS OF 46 CFR 199.201(b). (SEE MARINE SAFETY OFFICE SAN FRANCISCO BAY OCMI LETTER 16711/200-03 DATED 16 DECEMBER 2003).

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

WHEN PASSENGERS ARE RESTRICTED FROM USING A DECK, THE VESSEL'S CREW MAY BE REDUCED BY ONE DECK SAFETY PERSON PER DECK MADE UNAVAILABLE TO PASSENGERS

DOCKSIDE OPERATIONS

WHEN OPERATING DOCKSIDE WITH PASSENGERS ON BOARD, THERE SHALL BE TWO MEANS OF EGRESS, ONE FROM THE BOW AND ONE FROM THE STERN OF THE VESSEL. ROUTES OF EGRESS SHALL BE CLEARLY DISPLAYED AT EACH EXIT ON EVERY DECK.

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
Drydock	22Jul2018	22Jul2015	10Jun2013
Internal Structure	22Jul2018	22Jul2015	10Jun2013

---Stability---

Letter Approval Date / 23Nov2011 Office/ Marine Safety Center

---Inspection Status---

Pressure Vessels

Type	Location	Previous	Last	Next
Air Receiver	BELOW PILOTHOUSE	27Jul2010	22Jul2015	22Jul2020
Air Receiver	MACHINERY SPACE	27Jul2010	22Jul2015	22Jul2020
Air Receiver	MACHINERY SPACE	27Jul2010	22Jul2015	22Jul2020

Lifesaving

Number of Davits/2

Lifeboat/Raft ID	Full Wgt Test	Light Wgt Test	Falls Rnwd	Falls End/End
Upper Rescue Boat	11Sep2014	-	11Sep2014	-
Lower Rescue Boat	07Mar2013	-	07Mar2013	-

---Lifesaving Equipment---

	Number Persons		Required
Total Equipment for	2250		2250
Lifeboats (Total)	0	Life Preservers (Adult)	200
Lifeboats (Port) *	0	Life Preservers (Child)	5
Lifeboats (Starbd) *	0	Ring Buoys (Total)	3
Motor Lifeboats *	0	With Lights *	2
Lifeboats W/Radio *	0	With Line Attached *	0
Rescue Boats/Platforms	2	Other *	0
Inflatable Rafts	6	Immersion Suits	0
Life Floats/Buoyant App	0	Portable Lifeboat Radios	0
Inflatable Bouyant App (IBA)	0	Equipped with EPIRB?	No
	0	(* included in totals)	



Department of Homeland Security
United States Coast Guard

Certificate of Inspection

Certification Date:
11Sep2014

SAN FRANCISCO BELLE

---Fire Fighting Equipment---

Number of Fireman Outfits/ 0

Hose information

Qty	Diameter	Length
4	2.5	75
30	1.5	Other

Fixed Extinguishing Systems

Capacity	Agent	Space Protected
100	Carbon Dioxide	EMERGENCY GENERATOR ROOM
600	Carbon Dioxide	BOW THRUSTER ROOM
1000	Carbon Dioxide	ENGINE ROOM
75	Carbon Dioxide	HEATING BOILER ROOM

Fire Extinguishers - Hand portable and semi-portable

Qty	Class Type
17	A-II
8	B-II
2	B-III
1	B-V
5	C-II

---Certificate Amendments---

Current Amendment

Port Amending/ Sector San Francisco

Date Amended/ 15Jul2015

-Remarks-

COMPLETED DRYDOCK EXAM.

END



Over 35 years of Excellence
Serving Our Guests

Booking #: 159688
Leah Darby
Concord High School

4200 Concord Blvd
Concord, CA 94521-1094

650-868-3646 Phone

Date: 02/22/2016
Sales Manager: Janet Manquen
Phone: (415) 983-8262

Charter Summary

Scheduled Activity

Date: Saturday, May 21, 2016
Board: 7:30PM at SF - Pier 3, On the
Embarcadero at Washington St.
From: 7:59PM to: 11:59PM
Venue: San Francisco Belle

Deposit Information

Deposit Amount: \$20,000.00
Date Required: 3/10/2016
Date Received:
Guest Count: 450

Welcome Aboard Concord High School!

Thank you for your reservation with Hornblower Cruises & Events on 05/21/2016.

Please review this Charter Summary to ensure that it is consistent with your plans. Your charter may be confirmed with a \$20,000.00 deposit which should be sent to our office at Pier 3, Hornblower Landing, San Francisco, CA 94111. Your deposit is due on 03/10/2016.

Along with the deposit, a signed copy of this Agreement is required. Your menu selection should be made no longer than one month prior to sailing, if possible. Your guaranteed guest count is required 14 working days prior to the event, and the final balance is due 10 working days prior.

Feel free to call with any questions or changes you may have. We look forward to welcoming you and your guests aboard!

Sincerely,
Janet Manquen

Phone: (415) 983-8262
Email: jmanquen@hornblower.com

Billing Detail

Item	Qty	Unit Charge	Extended Charge
Belle Bay	4 HR	\$0.00	\$0.00
Custom Prom Package	450 EA	\$83.00	\$37,350.00
Guaranteed Guest Count, 14 days prior	0 EA	\$0.00	\$0.00
450 Person Minimum	0 EA	\$0.00	\$0.00
Chaperones Complimentary 1 Per 30 Students	13 PRS	\$0.00	\$0.00
Yachting Service	450 PRS	\$0.00	\$0.00
Soda Bar - High School Packages	450 EA	\$0.00	\$0.00
Underage Drinking and Drug Use	0 EA	\$0.00	\$0.00
High School Buffet	450 PRS	\$0.00	\$0.00
Own Entertainment	1 EA	\$0.00	\$0.00
Security Guard, 1 per 100	4 EA	\$0.00	\$0.00
Subtotal:			\$37,350.00
Service Charge:			\$3,105.00
Landing Fee:			\$2,241.00
Taxes:			\$2,293.98
Total Taxes & Fees:			\$7,639.98
Total Invoice:			\$44,989.98

Payment Date	Payment Type	Amount
Total Payments:		\$0.00
Balance (due prior to departure - see Terms of Payment above):		\$44,989.98

Please sign below to reserve your yacht(San Francisco Belle) for 05/21/2016 from 7:59PM to 11:59PM and return this sheet with your deposit or payment. Contact your Sales Manager, before or after returning this sheet, to finalize the number of guests or to discuss changes to the items listed above.

Please mail payment to the following address:
 Hornblower Cruises & Events
 Attn: Janet Manquen
 Pier 3, Hornblower Landing
 San Francisco, CA 94111

Accepted by: _____ Date: _____

Total additional charges from late changes, or incurred during the cruise: \$ _____

Additional charges accepted by: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

12/31/2016	DATE (MM/DD/YYYY) 3/11/2016
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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 Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER B: Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER C: Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER D: American Longshore Mutual Association</td> <td>0</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Navigators Insurance Company	42307	INSURER B: Philadelphia Insurance Company	23850	INSURER C: Great American Insurance Company	16691	INSURER D: American Longshore Mutual Association	0	INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Navigators Insurance Company	42307														
INSURER B: Philadelphia Insurance Company	23850														
INSURER C: Great American Insurance Company	16691														
INSURER D: American Longshore Mutual Association	0														
INSURER E:															
INSURER F:															
INSURED Hornblower Group, Inc. 1376073 Hornblower Cruises & Events Pier 3, Hornblower Landing San Francisco CA 94111															

COVERAGES HORCR01 CERTIFICATE NUMBER: 13944990 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Keepers Legal <input checked="" type="checkbox"/> Host Liquor Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	SF15MPK00504901	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	PHPK1434209	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	SF15LIA00504901(1st Ex)	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC409268501 (State Act) ALMA01135-01 (USL&H)	12/31/2015 12/31/2015	12/31/2016 12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Protection & Indemnity	N	N	SF15LIA00504951	12/31/2015	12/31/2016	\$1,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Re: Concord High School - Vessel Charter on the San Francisco Belle on 5/21/2016. Mt. Diablo Unified School District, its officers, officials, employees and volunteers are included as Additional Insureds as respects General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

13944990
 Mt. Diablo Unified School District
 Attn: Superintendent
 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

Adam D. McDonough

Navigators Insurance Company

POLICY PERIOD: December 31, 2015 to December 31, 2016

ATTACHED TO AND FORMING A PART OF POLICY NO. SF15MPK00504901
SF15LIA00504902
SF15LIA00504903

ADDITIONAL INSURED ENDORSEMENT

It is understood and agreed that Mt. Diablo Unified School District, its officers, officials, employees, and volunteers

and the commissioners, officers, directors and employees thereof while operating in their capacity as such are hereby named as **ADDITIONAL INSUREDS** under this policy as respects the legal liability of the Named Insured for Bodily Injury or Property Damage to third parties and defense of such claims and lawsuits arising out of the ownership, operation or use of premises and/or negligent work or operations and/or ownership or operation of vessels of the Named Insured and its officers, employees and/or sub-contractors during the term of this policy.

It is also expressly understood that this provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Named Insured.

This policy shall be the **principal coverage** as respects the liabilities of the NAMED INSURED and any other insurance carried by the ADDITIONAL INSURED shall **not be contributory** as respects the liabilities of the Named Insured. Nor shall the Additional Insured be responsible for any premium or deductibles hereunder.

This Endorsement shall include "Severability of Interest" as respects the liabilities of each Insured named hereon, but the naming of Additional Insured(s) hereto shall not increase the limit of liability of this policy arising out of any one accident or occurrence.

In the event of cancellation of the policy or this endorsement or material change in coverage of this policy, 30 days written notice shall be given to:

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

Subject otherwise to all policy clauses and conditions.

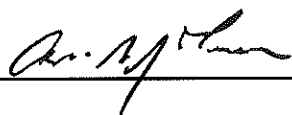
ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

Issued in San Francisco, California

NAVIGATORS MANAGEMENT
COMPANY, INC.

NAVIGATORS INSURANCE COMPANY

BY: _____



Marine Division
433 California Street, Suite 300
San Francisco, CA 94104
California License No. 0D60850

SECTION I – FIRST LAYER EXCESS LIABILITY

To be attached to and form a part of Section I – First Layer Excess Liability of this Policy of the NAVIGATORS INSURANCE COMPANY through Navigators Management Company, Inc.

1. Insureds: **As Per Declarations**

against liabilities of the Insured as described in the Sections checked below and for which a premium is shown in the following schedule (but subject to the terms, conditions, exclusions and limitations of this policy):

Section		Covered Premium
(a) Excess Protection And Indemnity.....	<input checked="" type="checkbox"/>	USD (Included)
(b) Excess Collision Liability.....	<input checked="" type="checkbox"/>	USD (Included)
(c) Excess Collision, Including Tower's Liability.....	<input type="checkbox"/>	Not Applicable
(d) Excess General Average And Salvage	<input checked="" type="checkbox"/>	USD (Included)
(e) Excess Sue And Labor Charges.....	<input checked="" type="checkbox"/>	USD (Included)
(f) Excess Ship Repairer's Legal Liability	<input type="checkbox"/>	Not Applicable
(g) Excess Maritime Employer's Liability (Including Crew Liability, Jones Act Crew), Excess Comprehensive Marine Liability (Including Employee Benefits Liability and Liquor Liability), Excess State Act Employer's Liability, Excess USL&H Act Employer's Liability, and Excess Automobile Liability (Including Non-Owned And Hired).....	<input checked="" type="checkbox"/>	USD (Included)
TOTAL		USD (Included)

Rate: Flat

2. **Policy Period:** From **December 31, 2015** to **December 31, 2016** beginning and ending at the time set forth in the underlying policy(ies).

EXCESS PROTECTION AND INDEMNITY

(a) These Underwriters agree to indemnify the Insured on a FOLLOWING FORM basis for all liability, loss, damage, or expense insured under the Protection and Indemnity policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"); but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS COLLISION

(b) These Underwriters agree to indemnify the Insured for sums not recoverable in full by the Insured under the Collision Clause of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision liability) described in the Schedule of Underlying Insurance (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), on a FOLLOWING FORM basis by reason of the Insured's collision liability exceeding the amount insured against collision liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance.

SCHEDULE OF UNDERLYING INSURANCES

This policy shall provide coverage Excess of the Coverages and Limits of Liability shown below. The listing below of Underlying Insurances which include risks not otherwise insured against under Clause 1. of this Policy, shall NOT be deemed to be an acceptance by these underwriters as protection against such risks, nor shall the Insured recover from these Underwriters any deductible or self-insured retention under such Primary Policies.

COVERAGE TYPE	CARRIER	POLICY NO.	LIMIT	
FIRST LAYER EXCESS LIABILITY:	Navigators Insurance Company	SF15LIA00504902	USD 4,000,000	Any One Accident or Occurrence, Combined Single Limit
EXCESS OF:				
MARINE PACKAGE:				
Protection & Indemnity/Crew including Jones Act	Navigators Insurance Company	SF15MPK00504901	USD 1,000,000	As scheduled
			USD 5,000	Medical Payments
			USD 25,000	Medical Payments Aggregate
Marine General Liability	Navigators Insurance Company	SF15MPK00504901	USD 1,000,000	Any One Accident or Occurrence, Combined Single Limit
			USD 2,000,000	General Aggregate, Combined Single Limit
			USD 1,000,000	Products/Completed Operations Hazard or with respect to Liability arising out of independent contractor aggregate
			USD 1,000,000	Personal Injury and Advertising Injury Aggregate
			USD 1,000,000	Liquor Liability
			USD 1,000,000	Employee Benefit Liability
			USD 500,000	Fire Damage, Any One Fire
			USD 5,000	Medical Expense, Per Person
			USD 25,000	Medical Expense, Aggregate
			USD included	Garage Keepers Legal Liability
Marina Operators, Wharfinger's and Terminal Operator's Liability	Navigators Insurance Company	SF15MPK00504901	USD 1,000,000	Each Accident or Occurrence, Combined Single Limit
			USD 5,000	Medical Expense, Per Person
			USD 25,000	Medical Expense, Aggregate
Contingent Concessionaire's Liability	Navigators Insurance Company	SF15MPK00504901	USD 1,000,000	Each Accident or Occurrence, Combined Single Limit
			USD 5,000	Medical Expense, Per Person
			USD 25,000	Medical Expense, Aggregate
Charterer's Legal Liability	Navigators Insurance Company	SF15MPK00504901	USD 1,000,000	Any One Occurrence, Combined Single Limit
			USD 5,000	Medical Expense, Per Person
			USD 25,000	Medical Expense, Aggregate
OTHER INSURANCES:				
Employers Liability (State Act & USL&H)	Hartford / ALMA	State Act: 21WEOB4712 USL&H: ALMA01135-01	USD 1,000,000	Bodily Injury by accident - each accident
			USD 1,000,000	Bodily injury by disease - policy limit
			USD 1,000,000	Bodily Injury by disease- each employee
Automobile Liability (including non-owned and hired auto)	Federal Insurance Company	7356-54-47	USD 1,000,000	Combined Single Limit

Subject to Exclusions contained elsewhere in this policy.

Any change to a primary policy, subsequent to issuance, that extends the policy period; adds Additional Insureds, locations or vessels; or broadens coverage shall be NOT be covered hereunder unless such change is also endorsed onto this policy.