

Purchase Order # PO # 97584-16

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



Amendment No. 1 of 16

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and Events to the "T" (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on April 16, 2015 and the parties agree to amend that Agreement as follows:

1. **Services:** (Check and complete ONE of the options below).
  - CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

see Attached Event Contract signed October 21, 2015

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

2. **Terms:** (Check and complete ONE of the options below).
  - The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20\_\_\_\_\_.
  - The contract term is unchanged.

3. **Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

- The rate is amended by an  increase of  decrease of \$ \_\_\_\_\_ for \_\_\_\_\_ type of service
- The contract amount is amended by an  increase of  decrease of \$ 5,000 to original contract amount.

The amended contract  amount  rate is now \$ 53,000

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

Mt. Diablo USD  
By: [Signature]  
Budget Administrator/Principal

Mt. Diablo USD  
By: [Signature]  
Superintendent or Designee

Contractor  
By: [Signature]

Board Approval (if needed)  
By: \_\_\_\_\_  
Agenda Item Number

Date: 10/22/15

Date: 10/24/15

Date: 10/23/15

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

# PURCHASE ORDER CHANGE FORM

Purchasing Department

\*\*\*\*\*THIS FORM TO BE SENT TO THE FISCAL SERVICES DEPARTMENT\*\*\*\*\*

(Fiscal will forward to Purchasing after they approve the changes)

REQUESTOR NAME: Pat Weeks EXT. # 3507 EMAIL: Weeksp @MDUSD.ORG  
 SITE: NHS PO#: 97584-16 VENDOR NAME: Events to the "T"

CIRCLE SELECTION APPROPRIATELY: Cancel PO  **Change PO (fill out applicable areas below)**

Delete Line Item(s)

Line Item	Description	Price	Budget Code to be Charged
		\$	
		\$	

Change of Budget Code ONLY

Line Item	Change From:	Change To:	Amount
			\$
			\$

Change Line Item: Reason required if PO total is increased by 10% or more\*

Line Item	Description, Quantity, and/or Price to be changed	Price	Budget Code to be Charged:
0001	Event Services for Senior Ball 2016	\$25,000 \$28,000	358.3930, 49.5800 358.3930, 49.5700
		\$	

Add Line Item(s) Reason required if PO total is increased by 10% or more\*

Line Item	Description	Price	Budget Code to be Charged:
		\$	
		\$	

\*Reason for Change (required if PO total is increased by 10% or more):

X SITE/Department Head Approval <u>[Signature]</u> Date: <u>10.22.15</u> X Budget Administrator Approval <u>[Signature]</u> Date: <u>10.22.15</u> Fiscal Approval _____ Date: _____	ADJUSTED PO Grand Total  \$
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AO-97584-16

# Events to the 'T' Inc

286 Brady Street  
Martinez, CA 94553

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

www.Sfproms.com

## EVENT CONTRACT

This agreement is amended from the original on October 8, 2015 between EVENTS TO THE 'T' Inc. and NORTHGATE HIGH SCHOOL/MDUSD, Walnut Creek, California.

THE FOLLOWING IS AGREED UPON BETWEEN BOTH PARTIES:

\_\_\_1. For the engagement described hereinafter Events To The 'T' Inc. will provide:

- S.F. City Hall (Polk Street Lobby, Rotunda, & North Light Court)
- Food: CREAM Station, Sandwich Platters
- Drinks: Unlimited Soda/Water Bar w/ Butler Passed Martinelli's
- Entertainment: SOS DJ, Karaoke DJ
- \$10K Performer Credit
- (1) Photo Booth with Unlimited Double Prints, Props, Attendants
- Large Balloon Drop
- Casino: 1 Blackjack, 1 Craps, 1 Roulette Table with Dealers
- (1) Caricaturist 7:30-10:30 with Preprinted Backgrounds
- Decoration: See Attached Menu for List
- Seating for 210
- 2 Million Dollar Insurance Policy
- Facility Set-Up & Clean-Up
- (4) Private Company Security Guards
- Events to the 'T' Inc. Manager/Staff/Janitorial

\_\_\_2. Event Location:

San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

\_\_\_3. Date(s) / Time (s) of engagement:

Saturday, April 30, 2016  
4:00p.m. - 7:00p.m. Set-up  
7:00p.m. - 11:00p.m. Prom

\_\_\_4. Agreed upon compensation for engagement:

\$53,000.00 for 400 Student Minimum  
\*At 450 students, cost per student is \$121.00  
\*At 500 students, cost per student is \$116.00  
\*At 550 students, cost per student is \$107.00

\_\_\_5. Deposit schedule:

\$ 2,500.00  
\$ 5,000.00  
\$ 5,000.00  
\$ 40,500.00 (+extras)

Rec'd 5/23/15  
Rec'd 10/17/15  
2/15/16  
4/30/16  
final count 4/22/16

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## DESSERT

CREAM Cart

Ice Creams: Choice of 3  
Cookies: Choice of 3

\*Gluten Free cookies available if informed by 4/27/16 with student count

15 Sandwich Platters with Chef

## BEVERAGES

Assorted Sodas  
Water Stations

Butler passed Martinelli's upon entry in champagne flute

## DÉCOR INCLUDED

- Linen: Black tablecloths
- Chair: Black wood folding chairs with black pad
- Centerpieces on large tables: TBD
- Balloon Drop in Red/Gold/Black
- Red Carpet Entrance from Polk Lobby
- Coat check materials in Polk Lobby at entry
- James Bond movie posters on small tables by Karacke

## SPECIAL NOTES

- Security has been built in to price at \$5000 for the evening. Once final security bill is submitted, we will send final invoice/refund to you.
- City Hall rental rate is based on a total guest count under 500. If count is over 500, please add \$2500 to rental amount. Guest count over 500 would then include use of the South Light Court.
- Per City Hall policies, final guest count needs to be received by 4/22/16 for staffing purposes. A complete list of names of any and all chaperones/school staff/and vendors must be submitted for entry through the security loading dock on Grove St. by 4/22/16 please.
- Fire watch included for CREAM oven
- Creative Imaging set up in Van Ness lobby
- Casino set up in Mayor Balcony
- A performer credit of \$10,000 is built in to this contract. Performer TBD

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## 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, \_\_\_\_\_, acting as an authorized agent of Northgate High School/MDUSD hereby accepts and agrees to the terms of the contract and as recognition thereof has signed below.

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

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

Chin Holleran 10/27/15  
(Signature of Client) (Date)

[Signature] 10/21/15  
(Toby Proescher, Events to the 'T' Inc.) (Date)

[Signature]