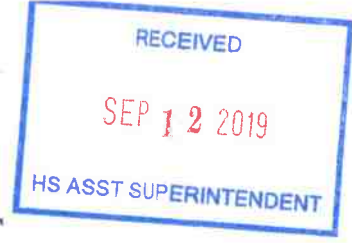


Purchase Requisition # PR# 115656



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 '19, by and between the Mt. Diablo Unified School District (hereinafter "District") and Events To The T, Inc. (hereinafter "Contractor").

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

1. Performance of Services

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

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

Not to exceed \$ 43,100.00 for Services 01-9010-1110-4000-39360000-399-399-5800 \$ _____

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

- a. \$ _____ per hour, _____ \$ _____
- b. \$ _____ per day, or _____
- c. \$ 43,100.00 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 9/5/19. 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.

PR# 115656

Purchase Requisition # _____

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

INSURANCE REQUIREMENTS

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

Limits: _____

Other: _____

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

Superintendent

General Counsel

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

DISTRICT

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

CONTRACTOR

Name: Events To The 'T', Inc.
Attn: Toby Proescher
Address: 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

Purchase Requisition # _____

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

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

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

MT. DIABLO UNIFIED SCHOOL DISTRICT

Events To The 'T', Inc.

By: [Signature] 9/5/19
 Signature of Principal/Budget Administrator Date

Title: Eta Huckaby, Principal
 Print Name and Title

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] 9/13/19
 Superintendent or Designee Date

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

[Signature] Date
 Originator's Signature

Corissa Stobing Director of Athletics
 Print Name of Originator and Title

Yeracacio Valley High
 Site/Department Originating this Contract

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

ASB
Prom Account
#175

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

PR# 115656

Purchase Requisition # _____

EXHIBIT A

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

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

Booking yacht Cabernet Sauvignon Commodore

9/10/19 \$ 2,500.00
2/15/21 \$19,050.00
4/30/21 \$21,550.00

PR# 115656

Events to the 'T' Inc.

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

INVOICE

9/5/19

Please make deposits payable and remit to:
Events To The 'T', Inc.
PO Box 3440, Walnut Creek, CA 94598

Client Name: Ygnacio Valley High School Event Date: 5/15/21

Event Location: Cabernet Sauvignon Commodore Event Type: Prom

<i>Date Due</i>	<i>Description</i>	<i>Amount Due</i>
Upon Receipt	Initial deposit	\$2,500.00
	<i>Total: \$</i>	\$2,500.00



Booking Agreement with Deposit Accommodation

Thank you for choosing Commodore Cruises & Events for your next event. Charter services hired by client ("Charterer") and provided by Commodore Cruises & Events, Inc. ("Commodore") pursuant to this agreement are subject to the following terms and conditions:

1. *Timing:* The Vessel will be ready for boarding 15 minutes prior to the confirmed start time and will return to the dock 15 minutes before the end time to allow passengers to debark leisurely. Out of respect to our neighbors in the marina, music must be turned off as the yacht approaches the dock. We reserve the right to assess an overtime charge if passengers have not debarked by the scheduled end time.
2. *Guest Comfort and Safety:* Commodore cannot allow more passengers aboard than the yacht is certified to carry. Due to the zero tolerance law set forth by the U.S. Coast Guard, the possession of controlled substances aboard our yachts is strictly prohibited. Possession of such controlled substance on the part of the Charterer's guests will not be tolerated. Charterer shall ensure that alcoholic beverages are served only by the licensed concessionaire aboard the Vessel and consumed only by persons aged 21 or older. Charterer agrees that no guest of Charterer shall bring alcoholic beverages aboard the Vessel. Commodore reserves the right to confiscate any alcohol brought aboard the Vessel without the permission of Commodore. Charterer agrees that there will be no form of illegal gambling whatsoever conducted or permitted aboard the Vessel. Any misconduct, possession of an alcoholic beverage by a minor, controlled substances or illegal gambling on the part of Charterer's guests will not be tolerated and the Captain may choose to immediately return to dock, in which event Charterer shall be responsible for full payment of the stated compensation plus any damages or expenses incurred by Commodore. Student or other groups under 18 years of age must be chaperoned by a reasonable number of parents, faculty, or school staff members. Commodore reserves the right to refuse admittance to the Yacht to any agent, employee or guest of Charterer at its sole discretion.
3. *Deposit Accommodation Schedule:* Commodore normally requires a deposit equal to 25% of the total contracted fees to reserve a yacht more than 120 days in advance and a 50% deposit 120 days prior to the event. Commodore recognizes that Charterer relies upon ticket purchases by those who will attend the function and that the majority of these sales are made shortly before the event takes place. In order to accommodate Charterer's constrained cash flow position far in advance of the event, Commodore will accept a non-refundable deposit of an agreed upon amount to reserve a date and yacht.
4. *Cancellation:* Our business is built around the availability of our yachts; therefore, Commodore takes the reservation process very seriously. After tendering the initial deposit, the yacht, date, and time period are reserved and any other interested party is turned away. Therefore, should Charterer have to cancel for whatever reason, all deposits are non-refundable and Charterer is responsible for 50% of the charter fees if canceling within 120 days of the event. If, by way of this accommodation schedule, less than 50% of the contracted fees have been collected prior to cancellation, the 50% balance will still be owed to Commodore. Charterer further agrees to pay collection charges, should they be incurred.
5. *Balances:* Final payment must be received at least 10 days prior to the event, at which time guest count and menu selections must be confirmed. To compensate for increased costs accommodating last minute additions, all additions to guest count within 7 days of the event are subject to a 10% surcharge.

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Commodore is not liable for any shortages of food, beverage, or services resulting from a higher than expected guest count, and fees will still be collected for additional guests without exception.

6. *Personal checks:* Commodore accepts personal checks up to 21 days prior to the event. Any payments made inside of 21 days must be made by cashier's check or credit card.

7. *Damage:* Charterer shall pay the replacement value of all property and equipment lost or stolen by Charterer's guests and the cost of repair for all damage to the yacht, its furnishings, and equipment, caused by Charterer or its agents, employees or guests, with the exception of reasonable wear and tear.

8. *Performance:* The Captain shall be in complete control of the navigation of the Yacht and shall have the right to delay or forgo departure and to deviate from the agreed upon route of the voyage where he determines, at his sole discretion, that such a deviation is necessary for the safety or comfort of the guests. It is further agreed that, if by reason of storm, strike, accident, vessel traffic, breakdown, governmental restrictions/regulations or other causes beyond the control of Commodore, Commodore deems it shall be unable to fulfill this Contract, such failure will not be considered a breach of this Contract. If Commodore cannot cruise for the reasons listed above, but Commodore can perform the event dockside, Commodore will refund 50% of the yacht rental portion of the contract. In the event of mechanical failure, Commodore may substitute a vessel of similar capacity to perform the charter. Commodore shall not be liable, under any circumstances, for special or consequential damages of any nature whatsoever and the maximum liability arising from Commodore's inability to furnish the services provided in this Contract shall be limited to a refund of the fees paid.

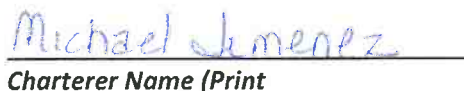
9. *Articles left aboard:* Charterer and guests are responsible for maintaining possession of personal items during the event. Charterer and guests must retrieve all personal items before disembarking the yacht, as Commodore will not be held responsible for them. Items found by the yacht staff will be held in the company office for thirty days before being given to charity.

10. *Agreement Final:* This Booking Agreement represents the final and complete agreement between us, and all prior written or oral proposals are superseded by this agreement. Any modifications or additions to this agreement must be in writing and signed by both parties. By signing this contract, Charterer accepts financial responsibility of the stated guest minimum requirement, regardless of any future changes. Any claim or controversy of any nature whatsoever relating to this Contract, or the breach thereof, shall be settled by a single arbitrator administered by the American Arbitration Association in accordance with its Arbitration of Commercial Disputes. This Agreement shall be governed by the General Maritime Law of the United States and, to the extent state law is applicable, by the laws of the State of California. In the event of a dispute, the losing party agrees to pay the prevailing party's reasonable legal fees as well as collection charges, should they be incurred. By signing below you acknowledge that you have carefully read the foregoing terms and conditions of the Booking Agreement and know the contents thereof and that you have the authority to act on behalf of and bind Charterer to this Charter Agreement.

Have a great & memorable event! We hope to have you aboard often and hope you will tell others of your satisfaction!


Charterer Signature


Date


Charterer Name (Print)

Commodore Cruises & Events
2394 Mariner Square Drive, Alameda, CA, 94501
Phone: 510-337-9000 / Fax: 510-373-5488

PR# 115656

Food and Beverage Quote/Contract



**COMMODORE
CRUISES & EVENTS**

2394 Mariner Square Drive, Alameda, CA, 94501

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

Client Name: Ygnacio Valley High School, Corissa Stobing
Phone Number: 510-368-8166 **Email:** stobingc@mdusd.org
Event Type: Prom **Event Planner:** Toby Proescher-ETTT
Cruise Date: Saturday, May 15, 2021 **Dock:** Alameda, Mariner Square
Boarding Time: 7:30PM **Dockside Time:**
Cruise Time: 8:00PM to 12:00AM **Estimated Guest Count:** 380+chap
Yacht Selection: Cabernet Sauvignon **Guest Minimum Requirement:** 300

Package Details	Four Hour Dinner Cruise		
Dinner Tier Option	Dinner Package	380 @ \$105.00	\$39,900.00
Additional Chaperones		@ \$52.50	
Hors d'Oeuvres		380 @	
Bar Options	Hosted Sodas and Juices	380 @	Included
		380 @	
		380 @	
Seated Service			
Each Additional Guest at		\$105.00	
Subtotal -- Food & Beverage			<u>\$39,900.00</u>
Service Charge, Sales Tax, and Port Fees		25%	Included
Total - Food & Beverage with Tax and Service Charge			<u>\$39,900.00</u>

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

Package Add-Ons

DJ Service	SOS Entertainment		\$1,000.00
Linen Option	Standard	@	Included
Photo Booth	by ETTT	@	\$1,200.00
4Security	TBD	@	

Other Vendor

Total Package Add-Ons	\$2,200.00
Event Total	<u>\$42,100.00</u>
Refundable Security Damage Deposit	\$1,000.00
<u>Grand Total</u>	\$43,100.00

Deposit Schedule:

Deposit Amount: 25% of estimated total due to reserve date:	Amount Paid / Date
Additional Deposit: 25% of estimated total due February 15, 2021	\$2,500.00 _____
Event Balance Due Two Weeks Prior:	\$19,050.00 _____
	\$21,550.00 _____

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

(Signature) (Date)

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



PR# 115656

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.

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.

PRODUCER: Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA
INSURED: Events To The 'T', Inc.
CONTACT NAME:
PHONE (A/C, No. Ext): (888) 202-3007
E-MAIL ADDRESS: contact@hiscox.com
INSURER(S) AFFORDING COVERAGE:
INSURER A: Hiscox Insurance Company Inc
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, 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

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

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



PR# 115656

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

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

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

- 3. 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.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-01-2019

GROUP:
POLICY NUMBER: 1702731-2019
CERTIFICATE ID: 17
CERTIFICATE EXPIRES: 09-01-2020
09-01-2019/09-01-2020

MT DIABLO UNIFIED SCHOOL DISTRICT NA
1936 CARLOTTA DR
CONCORD CA 94519-1358

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

EVENTS TO THE 'T', INC. NA
2754 VENADO CAMINO
WALNUT CREEK CA 94598



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 27 Nov 2017
Expiration Date: 27 Nov 2022

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service
CABERNET SAUVIGNON COMMODORE	1102705		WDB3227	Passenger (Inspected)

Hailing Port	Hull Material	Horsepower	Propulsion
ALAMEDA, CA	Steel	860	Diesel Reduction
UNITED STATES			

Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
PALATKA, FL	01Dec2000	09Dec1999	R-97	R-97		R-94.8
UNITED STATES			1-987	1-199		134.8

Owner	Operator
CABERNET SAUVIGNON COMMODORE LLC 2394 MARINER SQUARE ALAMEDA, CA 94501 UNITED STATES	MORGAN BOEHM PROESCHER 2394 MARINER SQUARE DR ALAMEDA, CA 94501 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

1 Masters	1 Licensed Mates	0 Chief Engineers	0 Oilers
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	3 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 343 Passengers, 13 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 363

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---
 SAN FRANCISCO BAY AND ITS TRIBUTARIES, LIMITED TO NOT MORE THAN ONE MILE FROM SHORE.
 WHEN THE DIRECT VERIFICATION METHOD IS USED FOR DETERMINING THE VESSEL'S STABILITY, THE MASTER MUST ENSURE THAT THE TOTAL WEIGHT OF ALL PERSONS, INCLUDING EFFECTS, DOES NOT EXCEED 64,000 LBS AND 420 TOTAL PERSONS ONBOARD.
 THIS VESSEL MAY NOT OPERATE IN WAVES GREATER THAN 4 FEET HIGH.
 THIS VESSEL MAY NOT OPERATE WHEN GALE FORCE WINDS ARE FORECASTED BY NOAA WEATHER RADIO.
*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

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

Annual/Periodic/Re-Inspection				This Amended certificate issued by <i>K. V. Pohl, LCDR</i> K.V. POHL LCDR, USCG, By Direction Officer in Charge, Marine Inspection Sector San Francisco Inspection Zone
Date	Zone	A/P/R	Signature	



Certificate of Inspection

Vessel Name: CABERNET SAUVIGNON COMMODORE

WHEN THE VESSEL IS AWAY FROM A SHORESIDE DOCK, OR HAS PASSENGERS ON BOARD, OR BOTH, FOR MORE THAN 12 HOURS IN ANY 24-HOUR PERIOD, AN ALTERNATE CREW SHALL BE PROVIDED.

A DESIGNATED SENIOR DECKHAND MAY REPLACE THE MATE PROVIDED HE/SHE IS QUALIFIED UNDER NVIC 1-91. CREWMEMBERS QUALIFIED AS SENIOR DECKHAND SHALL BE DESIGNATED IN WRITING BY THE MASTER WITH A COPY RETAINED ON BOARD. A SENIOR DECKHAND SHALL BE CAPABLE OF DIRECTING THE EMERGENCY RESPONSE ACTIONS OF THE VESSEL'S CREW. IN THE EVENT THE MASTER BECOMES INCAPACITATED, A SENIOR DECKHAND MUST BE CAPABLE OF MANEUVERING THE VESSEL AND RETURNING IT TO A SAFE POSITION.

THE NUMBER OF REQUIRED DECKHANDS WILL BE AS FOLLOWS AND SHALL INCLUDE AT LEAST ONE SENIOR DECKHAND AT ALL TIMES:

PASSENGERS:	REQUIRED DECKHANDS:
1 - 200	2
201 - 400	3
401 - 420	4

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

---Hull Exams---

Exam Type	Next Exam	Last Exam	Prior Exam
DryDock	28Feb2019	03Feb2017	22Jul2015

---Stability---

Type	Issued Date	Office
Letter	01Jul2013	Marine Safety Center (MSC)

---Lifesaving Equipment---

Total Equipment for 420 Persons

Primary Lifesaving Equipment	Quantity	Capacity	Required
Lifeboats (Total)	0	0	Life Preservers (Adult) 420
Lifeboats (Port)	0	0	Life Preservers (Child) 42
Lifeboats (Starboard)	0	0	Ring Buoys (Total) 3
Motor Lifeboats	0	0	With Lights 1
Lifeboats With Radio	0	0	With Line Attached 1
Rescue Boats/Platforms	0	0	Other 0
Inflatable Rafts	0	0	Immersion Suits 0
Life Floats/Buoyant App	0	0	Portable Lifeboat Radios 0
Inflatable Buoyant Apparatus (IBA)	0	0	Equipped With EPIRB? NO

--- Fire Fighting Equipment ---

Number of Fire Pumps - 1

Hose Information

Location	Quantity	Diameter	Length
Machinery	4	1.5	Other

Fixed Extinguishing Systems

Location	Type	Capacity
ENGINE ROOM	Carbon Dioxide	225
BOW THRUSTER COMPARTMENT	Other	60



United States of America
 Department of Homeland Security
 United States Coast Guard

Certification Date:	27 Nov 2017
Expiration Date:	27 Nov 2022

Certificate of Inspection

Vessel Name: CABERNET SAUVIGNON COMMODORE

Fire Extinguishers - Hand portable and semi-portable

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

---Certificate Amendments---

Unit Amending	Amendment Date	Amendment Remark
Sector San Francisco	25Jun2018	Amended Route and Conditions with new manning scale. Also updated minimum manning.

END

