

Los Rios Community College District

PURCHASE ORDER NO 0001121924

Purchasing: (916)568-3071
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000050123
VENUE TECH MANAGEMENT GROUP, INC
2269 CHESTNUT ST #960
SAN FRANCISCO CA 94123

Phone: (415) 409-4402

email: JUDY@VENUETECH.COM

Date 06/15/2022	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1037070 CHADWICKS HANEYB	Location / Dept FLC	

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	MANAGEMENT SERVICES AND CONSULTING SERVICES FOR HARRIS CENTER.	1.00	JOB	374,925.10	374,925.10	06/14/2022

PSA_ MANAGEMENT SERVICES AGREEMENT_LO185\500\9981381.v1

PAY INVOICES:

SUMMARY:

Mar-22 INV# 20183419 \$69,255.00 Management Fees
Apr-22 INV# 20183420 \$69,255.00 Management Fees
Apr-22 INV# 20183433 \$700.00 Labor
May-22 INV# 20183423 \$6,000.00 Annual Research Fee
May-22 INV# 20183421 \$69,255.00 Management Fees
May-22 INV# 20183427 \$91,205.10 Labor
Jun-22 INV# 20183422 \$69,255.00 Management Fees

TOTAL FY22 INVOICES DUE \$374,925.10

Sub Total Amount	374,925.10
Sales Tax Amount	0.00
Total PO Amount	374,925.10

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5100	12	FL.VA.VAPA	70900	00000	364A	374,925.10	2022

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature



Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

Los Rios Community College District

PURCHASE ORDER NO 0001121924

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LRCCDpurchase@losrios.edu

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Date	Revision	Page
06/15/2022		2
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NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
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0001037070CHAVEZA14-JUN-2022

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
If you have any questions, please contact the Purchasing Office at email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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Authorized Signature

AUTHORIZED SIGNATURE ON PO TOTAL PAGE

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LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California.
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of person arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability, if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage. LRCCD insurance requirements can be viewed on the following website www.losrios.edu/purchasing.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTOR's who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/ or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
23. **CERTIFICATION:** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

Requisition

Supplier: VENUE TECH MANAGEMENT GROUP, INC 0000050123
2269 CHESTNUT ST #960
SAN FRANCISCO CA 94123
United States

Phone: (415) 409-4402
email: JUDY@VENUETECH.COM

Ship To: RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630-6798

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001037070	06/07/2022	1	
Requisition Name:			
VENUETECH			
Requester			
Sera Chadwick			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: CHADWICS 07-JUN-2022			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	MANAGEMENT SERVICES AND CONSULTING SERVICES FOR HARRIS CENTER.	1	JOB	374,925.00	374,925.00	06/07/2022

374,925.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 374,925.00

ORIGINAL PSA AT DO PURCHASING

UNAUTHORIZED PURCHASE MEMO

PREPAY ATTACHED VENUETECH INVOICES
PLEASE SET-UP 2 WAY MATCH

VENUETECH INSURANCE

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VA.VAPA	70900	00000	364A	374,925.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SHUTTERED VENUE OPERATOR GRANT
Project Grant: 364A
Program Director: AUGUSTINE CHAVEZ
Program Goal: SUPPORT HARRIS CENTER OPERATIONS DURING COVID

Approval Signature

Approval Signature

Approval Signature

**AGREEMENT FOR MANAGEMENT SERVICES
HARRIS CENTER FOR THE ARTS
FOLSOM, CALIFORNIA**

This Agreement for Management Services and Consulting Services (“AGREEMENT”) for the Harris Center for the Arts located at 10 College Parkway Drive, Folsom, California (“CENTER”), is entered into on this 1 day of March, 2022 by and between VenueTech Management Group, a California Corporation (“VENUETECH”), and the Los Rios Community College District, (“DISTRICT”), hereinafter referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- I. DISTRICT owns and controls Folsom Lake College (“COLLEGE”).
- II. The Harris Center for the Arts (“CENTER”) is a prominent feature of COLLEGE, located at 10 College Parkway, Folsom, California 95630.
- III. DISTRICT desires that CENTER operate as an educational and community resource to:
a) establish consistent financial stability and sustainability for CENTER operations, while minimizing or eliminating the level of annual cost to DISTRICT; b) provide a cultural facility and performing arts venue that is available to academic units of Folsom Lake College and accessible and affordable to local community organizations and nonprofits; and c) attract and curate top quality entertainment clients, events, and performances which will be an economic catalyst for the region as well as enhance student life.
- IV. VENUETECH is a facility management company, which provides consultation, business planning and management services and programming for performing arts venues.

WHEREAS, DISTRICT desires to secure professional management services for the CENTER and VENUETECH is qualified and willing to provide professional services,

NOW, THEREFORE, in consideration of the mutual agreements contained herein, DISTRICT and VENUETECH agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 “Allowable Expenditures” means those expenditures for which the DISTRICT is permitted to use public funds according to (i) its Purchasing Handbook, as it may be updated from time to time, which can be found on the DISTRICT’s website (as of 11/8/21 - <https://employees.losrios.edu/shared/doc/purchasing/purchasing-handbook.pdf>), (ii) Board Policies (Section 8000-Business Policies).
- 1.2 “Annual Budget” means the anticipated budget for the year, as determined by the DISTRICT AND VENUETECH for complete operation and management of the

CENTER. The Annual Budget shall include estimated amounts for all direct costs referenced in Exhibit C, anticipated costs and anticipated revenue.

- 1.3 "Business Plan" means that certain document which shall be authored by VENUETECH, as approved by DISTRICT, which shall include, but not be limited to, policies, procedures, rental rate structure, programming plans and operating guidelines for CENTER, which may be modified from time to time as mutually agreed upon by the Parties.
- 1.4 "CENTER" means the facility and indoor physical premises of the Harris Center for the Arts, which includes three theatrical facilities (referred to as Stage One, Stage Two and Stage Three), one black box theatre, and various lobby spaces, front of house and back of house support spaces and business and ticketing offices as noted in Exhibit F. CENTER is exclusive of sidewalks, parking areas grounds adjacent to CENTER as further set forth below in Section 8.2 "Maintenance and Repair of the Center which are controlled by DISTRICT.
- 1.5 "CENTER Client" means an individual, business, organization, COLLEGE academic department or sponsored class or organization, or DISTRICT department or sponsored activity, which is granted use of CENTER by VENUETECH, on behalf of DISTRICT, for an Event or Event Day which may be open to the public or to a private audience.
- 1.6 "CENTER Management Personnel" means any full-time employee hired, trained, and supervised by VENUETECH specifically for the management and operation of CENTER. These employees shall include one CENTER Manager, one Technical Director, one Operations Manager, one Box Office Manager and one Marketing Coordinator, all of whom shall perform their primary duties in Folsom, California in an office provided at CENTER by DISTRICT, and may be assigned some duties, at the discretion of VENUETECH, in other locations, including but not limited to, its offices in San Francisco and San Jose, California.
- 1.7 "DISTRICT Deposit" means the amount of money that DISTRICT will provide to VENUETECH at the start of each year to provide for VENUETECH'S start up operational costs. The Parties may agree, by mutual written consent, to increase the DISTRICT Deposit at any time.
- 1.8 "DISTRICT Project Liaison" means that DISTRICT employee as designated in writing by DISTRICT to interface with VENUETECH to ensure open communication, and coordination between the Parties with respect to the management of CENTER pursuant to this AGREEMENT.
 - 1.8.1 Meetings of the Parties. The Parties will meet on an as needed basis and as requested by the DISTRICT throughout the year, as mutually agreed upon by the Parties, to review the operation of CENTER. The District Project Liaison shall invite the appropriate DISTRICT and College representatives, and the VENUETECH Project Manager shall invite the appropriate VENUETECH

representatives. These individuals shall jointly issue a notice and agenda for such meeting(s).

- 1.9 "Contract Rider" means an addendum or group of addenda to a Talent Contract, which may include but not be limited to a) technical and production requirements, b) hospitality, c) staffing requirements and schedules, or issues that relate to VENUETECH's requirements to support the Event and a Performing Artist's performance at CENTER.
- 1.10 "Event" means an activity that occurs inside CENTER on the stage(s) or in the lobby or other rooms at CENTER which may be open to the public or to a private audience including but not limited to:
 - 1.10.1 "Rental Event" means any approved Event produced or hosted at CENTER by a CENTER client who shall be solely responsible for all Event activities, including but not limited to, production, marketing, financial and other event related obligations pursuant the terms and conditions of a "Facility Rental Agreement."
 - 1.10.2 "In-House Event" means a Harris Center Presents Event produced or presented by VENUETECH at CENTER at the request of or on behalf of DISTRICT that may be open to the general public or may be for a private audience for which DISTRICT is the primary or sole financial sponsor and/or underwriter.
 - 1.10.3 "Academic Event" means an Event produced by the College or DISTRICT for academic, fundraising or other purposes.
 - 1.10.4 "Co-Promoted Event" means an Event, which DISTRICT may elect to produce or present with a CENTER Client whereby both DISTRICT and CENTER Client shall share, on a negotiated basis, in the potential financial profits and/or potential liabilities.
- 1.11 "Event Days" means any day in which CENTER is in use for any purpose to support any type of an Event. This includes but is not limited to, rehearsals, technical staging of lights and sound, set up and strike of stage and actual performance days. An Event Day shall include days which cannot be rented to other CENTER Client(s) that are workdays used to support an Event. Notwithstanding the foregoing, rehearsals or similar activities are not deemed to be an Event but are deemed to be Event Days.
- 1.12 "Merchandise Rights" means the rights for Performing Artists or other businesses, individuals or organizations to sell or distribute merchandise or products at the CENTER, in exchange for a percentage of gross sales receipts for such merchandise, which shall be collected by VENUETECH and remitted to DISTRICT. VENUETECH shall negotiate all Merchandise Rights for all Performing Artists or other businesses, individuals or organizations to sell or distribute merchandise or products at the CENTER with the exception of the Art Gallery.
- 1.13 "Performing Artist" means an individual, company, organization, or group of entertainers who perform in one or more of a wide range of performance disciplines

including but not limited to a dramatic, musical or dance Event, for an audience at CENTER.

- 1.14 "Premises" means the CENTER and other indoor adjacent areas that may fall outside of VENUETECH operations, unless otherwise agreed by the Parties, including the private event rooms, one art gallery, and one private recording room.
- 1.15 "Production Management Employees" means those employees authorized by VENUETECH, who are qualified to provide professional consultation and expertise, including but not limited to the areas of production equipment, Event production, Contract Rider negotiation, Show Advance, stage equipment and production equipment. Authorized VENUETECH employees are solely and expressly limited to the Technical Director, Center Manager, Production Manager, President, Senior Vice President, and Vice President of VENUETECH.
- 1.16 "Scope of Services" means the services VENUETECH shall provide to DISTRICT pursuant to the terms and conditions of this AGREEMENT which is set forth in "Exhibit A - Scope of Services", as mutually agreed upon by DISTRICT and VENUETECH and incorporated into this AGREEMENT.
- 1.17 "Scope of Variable Services", or "Variable Services" means Services for which responsibility is designated to a specific Party, which may shift/vary from time to time, as set forth in Exhibit D "Scope of Variable Services". Responsibility may change (from one Party to the other Party) throughout the entire Term of this AGREEMENT. Such changes may be made to the existing list of Variable Services in "Exhibit D" and may impact the budget. For example, where janitorial service may be currently provided by DISTRICT, and the Parties agree that VENUETECH will assume responsibility for janitorial service, and the budget shall be adjusted to provide VENUETECH with the necessary funds to pay the actual cost for such Service. This change to Variable Services shall be implemented by a change to Exhibit D to reflect same. A simple letter shall issue from the DISTRICT to VENUETECH, reflecting the changes the Parties have agreed to, and reflect the impact to the budget, if any, and shall be signed by both Parties.
- 1.18 "Show Advance" means in advance of the arrival of the Performing Artist, the process by which VENUETECH negotiates for DISTRICT review and approval, a Contract Rider to the Talent Contract to coordinate the production of an Event pursuant to the specific requirements of the Performing Artist's performance at CENTER. This may include but is not limited to such matters as performance times, load in times, rehearsal schedules, catering needs, travel needs, local transportation, lodging accommodations, stage employee requirements, equipment requirements, security requirements, ticketing specifications, marketing plans, press access, stage lighting plots, hairdressing and wardrobe requirements, and financial settlement procedures.
- 1.19 "Talent Agent"/"Talent Agency" means a company which on behalf of individual Performing Artists, represents, manages and negotiates the terms and conditions of Talent Contracts which will include but is not limited to talent fees, performance dates, routing schedules, travel and lodging accommodations, insurance provisions, marketing

requirements, ticket prices, show budgets, Merchandise Rights, use or reproduction of artists intellectual property such as image for all media, box office profit splits.

- 1.20 "Talent Contract" means a binding agreement or executed contract between the DISTRICT and a Performing Artist, Talent Agent, or Talent Agency which sets forth the terms and conditions by which the Performing Artists will perform an Event at the CENTER. For the avoidance of doubt, in the entertainment industry it is a usual and customary practice to enter into binding Talent Contracts via written offers which can be made through electronic transmission or regular mail prior to the development of the final contract. Talent Contract shall include any related Contract Riders.
- 1.21 "Talent Fees" means payments made to Performing Artist(s) in compensation for services payable traditionally in two payments as follows: a) 50% upon agreement of the Talent Contract, and b) 50% on day of the Event, prior to commencement of the Event. Form of payment shall be at the sole discretion of the Performing Artist or Talent Agent/Agency and may include but not be limited to a) cashier's check, b) cash, c) commercial bank check, or d) wire transfer. Flexibility is required to conform to the Performing Artist or Talent Agent's/Agency's payment requirements, which could require payment made directly to Talent Agency prior to the Event or differing percentage payments. Additionally, Talent Contract may require the payment of bonus or percentage payments, which is typically, by entertainment industry standards, paid on the day of Event by cash or check.
- 1.22 "Talent Management" means a third party that directly manages the business and legal affairs of a Performing Artist. Talent Management is sometimes referred to as "Artist's Management."
- 1.23 "Vendor" means a third-party entity including but not limited to a company or individual who provides services or equipment directly to VENUETECH at CENTER.
- 1.24 "VENUETECH Contract" means any contract that VENUETECH enters into relating to operation of the CENTER to which the DISTRICT is not also a party. VENUETECH Contracts include contracts with other individuals or businesses.
- 1.25 "VENUETECH Executive Employees" means those specific executive officers of VENUETECH who are solely authorized by VENUETECH to bind VENUETECH and/or provide professional consultation and expertise with regards to the areas of CENTER management, financial management, marketing, and booking and artist negotiation services. VENUETECH Executive Employees are limited to John R. Lind, President; Judy Barkett, Senior Vice President; Kristyn Jacobson, Vice President; or Kathleen Lind, General Counsel of VENUETECH.
- 1.26 "VENUETECH Project Manager" means that VENUETECH employee(s) designated in writing by VENUETECH to interface with DISTRICT to ensure open communication and coordination between the Parties with respect to the management and operations of CENTER pursuant to this AGREEMENT. VENUETECH Project Manager shall be limited to President, Senior Vice President or Vice President. The individual(s) assigned

by VENUETECH to serve as Project Manager may be substituted by written notice from the President of VENUETECH.

- 1.27 "VOLUNTEER" means an individual who has been registered, qualified and accepted by DISTRICT to donate services (time and labor) without contemplation of compensation or future employment at CENTER.

1.27.1 These Volunteers shall register through a DISTRICT selection process. Accepted Volunteers who desire to perform services at CENTER will be referred to VENUETECH's Volunteer Coordinator, who shall be the CENTER Manager or their authorized delegate and shall be a full-time on-site VENUETECH staff member.

1.27.2 Procedures for Coordination of Volunteer Program will be agreed to by the Parties and included in the Business Plan which shall be developed during the first 120 days of this AGREEMENT. These procedures will include defined responsibilities for both Parties.

ARTICLE 2

VENUETECH - SCOPE OF SERVICES

- 2.1 "Scope of Services" VENUETECH shall provide for the management and operation of CENTER as set forth on "Exhibit A, Scope of Services", and the then-current "Exhibit D, Scope of Variable Services" which are attached hereto and incorporated herein by this reference.
- 2.2 "Changes to Scope of Services" VENUETECH and DISTRICT may modify the Services or Variable Services by mutual agreement, in writing. To the extent any change affects the amount, character or time for performance of the Services, then, the Parties may also modify VENUETECH's compensation and/or time for performance in such writing. Any and all changes to this AGREEMENT shall be subject to ratification by the DISTRICT'S Board.
- 2.2 "Business Plan & Scheduling" Within the first 120 days after full execution of this Agreement, and every May thereafter, the Parties will meet to create the Business Plan at the Annual Meeting pursuant to Exhibit E. Also within the first 120 days after full execution of this Agreement, the Parties will meet to create the equipment responsibility list which will then be attached and made a part of this Agreement as Exhibit G.

ARTICLE 3

DISTRICT OBLIGATIONS

- 3.1 "Obligations of DISTRICT" DISTRICT shall have the obligations set forth in "Exhibit B DISTRICT Obligations", attached hereto and incorporated herein by this reference.

ARTICLE 4

FEES AND EXPENSES

- 4.1 **"Fees and Reimbursements"** DISTRICT shall pay fees to VENUETECH as compensation and/or expense reimbursement for Services, including management and consulting services, labor expenses, and administrative expenses incurred in the performance of Services, collectively "Fees" as set forth in "Exhibit C - Schedule of Fees", attached hereto and incorporated herein by this reference. Any VENUETECH employee incurred expense reimbursement(s) beyond a DISTRICT approved budget as set forth under Section 4.3 below shall be incurred and paid only with the prior consent of DISTRICT.
- 4.2 **Annual Fee Increase:** All Fees with the exception of the Labor Overhead Reimbursement percentage, contained in Exhibit C of this AGREEMENT shall increase on July 1 of each year, beginning with 2022. Such increases shall be equal to five percent (5%) of the previous year fee.
- 4.3 **Sole Authority to Approve and Adjust Budget.** VENUETECH shall work with DISTRICT to develop the annual operating budget. DISTRICT shall have sole authority to approve the CENTER budget as well as any mid-year adjustments, including adjustments to fees and rental rates charged to CENTER Rental Clients. VENUETECH shall provide financial reports or additional information as may be reasonably requested by DISTRICT.
- 4.4 **Financial Responsibility of DISTRICT.** DISTRICT accepts full financial responsibility for all operating costs associated with operation of the CENTER. Additionally, DISTRICT accepts full financial responsibility for all costs associated with the production of Events including In-house Events, and/or Co-promoted Events that may be presented at CENTER. ..
- 4.5 **Fee Increase - Government Mandates.** Should any related government mandated fee(s) or cost(s) increase over existing fees or costs, or be levied or imposed on VENUETECH, by any local, state or Federal government agency - then the Parties shall informally meet and confer within thirty (30) days of a request made by either Party to negotiate new terms and/or amend this AGREEMENT solely as it relates to any such government mandated fee(s) or cost(s).
- 4.6 **Operations & Talent Funding.** The system of financial management for CENTER operations and payment for talent shall occur pursuant to the terms of Exhibit H.

ARTICLE 5

BILLING AND PAYMENT

- 5.1 **Invoice.** VENUETECH shall invoice DISTRICT on or about the 1st of each month for such management fees, labor and authorized expense reimbursements due, including

labor reimbursements and labor overhead, or any other reimbursements that have previously not yet been invoiced as set forth in the "Exhibit C - Schedule of Fees", ("Fees"). Collectively the foregoing shall be referred to as the "Invoice."

- 5.2 Payment. DISTRICT shall make a good faith effort to make Payment for services within fifteen (15) days of receipt of Invoice, however, Payment shall not be deemed late until after thirty (30) days from date of receipt of Invoice, less any amount in dispute, and shall be deemed late if made after this date.
- 5.3 Late Fees. Late payments on undisputed amounts will be subject to a finance charge equal to one percent (1.0%) per month prorated on a daily basis for the unpaid balance if not paid 30 days after the DISTRICT's receipt of an Invoice.
- 5.4 Fee Disputes. In the event DISTRICT disputes any item or amount on an Invoice, DISTRICT shall provide VENUETECH with written notice within ten (10) business days of receipt of the Invoice, stating the particulars of the dispute. The Parties shall mutually cooperate to resolve any such disputes in good faith and by mutual agreement. All items not in dispute shall be paid as provided for above.

ARTICLE 6

TERM, RENEWAL AND TERMINATION

- 6.1 Initial Term: The initial term of this AGREEMENT shall be for a period that shall commence on the 1st day of March 2022, and shall expire on December 31, 2026. (Such period shall be referred to as the "Initial Term").
- 6.2 Extension: At the written request of the DISTRICT, delivered to VENUETECH by June 1, 2026 prior to the expiration of the Initial Term ("Notice Period"), this AGREEMENT may be extended for up to two (2) additional subsequent terms, the first of which shall be for four (4) years and the second shall be for three (3) years ("Subsequent Terms(s)") upon the same terms and conditions of this AGREEMENT. The first Subsequent Term covering the period of January 1, 2027 through December 31, 2030 shall be referred to hereafter as Subsequent Term One. The second Subsequent Term covering the period of January 1, 2031 through December 31, 2033 shall be referred to hereafter as Subsequent Term Two.
- 6.2.1 Notice Required. DISTRICT agrees to provide VENUETECH with a written notice of its intention to extend for any additional Subsequent Term ("Notice"), on or before the "Notice Date."
- 6.2.2 Notice Date. The Notice Date to exercise Subsequent Term One shall be on or before June 1, 2026. The Notice Date to exercise Subsequent Term Two shall be on or before June 1, 2030.
- 6.2.3 [Reserved].

- 6.2.4 **Written Notice Not Received.** In the event that DISTRICT does not provide a written notice to VENUETECH by the Notice Date, then the Parties agree to cooperate to achieve a professional and orderly transition for the benefit of both Parties as more fully set forth below unless otherwise agreed by the Parties.
- 6.2.5 **Booking Services.** For the avoidance of doubt, in the event that DISTRICT elects to terminate this AGREEMENT, or has not provided Notice by the Notice Date, then VENUETECH shall cease all negotiation and booking of Events.
- 6.3 **Expiration of the Term.** This AGREEMENT shall terminate upon (i) the expiration date of the Initial Term, unless DISTRICT has timely exercised its right to renew for a Subsequent Term as set forth above; or (ii) the expiration of a Subsequent Term One, unless DISTRICT has timely exercised its right to renew for Subsequent Term Two; or (iii) the expiration of Subsequent Term Two.
- 6.4 **Non-Renewal Transition Period.** In the event that the Parties do not renew the AGREEMENT, for any reason, then the Parties acknowledge that the express purpose of the Notice Period shall be to provide for an orderly and professional transition prior to the end of services performed by VENUETECH as set forth below.
- 6.5 **Orderly and Professional Transition.** The Parties agree that a Notice Period is necessary to facilitate a predictable, orderly and professional transition to some other form of management of CENTER or transition of CENTER operations back to the DISTRICT for other reasons, for the benefit of DISTRICT and VENUETECH. This period shall be known as the "Transition Period." The Parties shall fully cooperate with each other during the Transition Period to provide for a smooth transition.
- 6.6 **Termination.**
- 6.6.1 **Expiration of the Term.** This AGREEMENT shall terminate upon the expiration date of the current Term of the AGREEMENT, unless DISTRICT has exercised its right to extend this AGREEMENT pursuant to Section 6.2, above.
- 6.6.2 **Notice of Intent to Terminate for Material Breach/Default and Cure of Default.** This AGREEMENT may be terminated upon a material breach by either Party as set forth herein. Upon the material breach of this AGREEMENT, the non-defaulting Party shall provide written notice of its intention to terminate due to a material breach or default under this AGREEMENT, stating the reasons for the notice and the date of intended termination. The defaulting Party shall have a period of sixty (60) days to cure the breach, whereby the Parties shall meet and confer pursuant to the provisions of Section 16.13 "Mediation". Upon the expiration of the cure period and where cure is not achieved within said cure period, or in instances where the breach cannot be cured within sixty (60) days, efforts to cure the breach or the meet and confer process have not commenced or are not being diligently pursued, this AGREEMENT shall terminate immediately. Either Party may then initiate Mediation pursuant to Section 16.13.

- 6.6.3 DISTRICT Votes to Defund CENTER. In the event the DISTRICT Board of Trustees votes to not fund the operations of the CENTER, then the DISTRICT may terminate this AGREEMENT by provision of a written notice to VENUETECH of no less than 180 days as set forth above. However, if the DISTRICT's Board of Trustees decides to re-fund the operations of the CENTER within twelve (12) months of the last day of VENUETECH's provision of services and operate with a similar structure (i.e. utilizing a management company), then DISTRICT and this AGREEMENT as amended, as of the date of cessation of services by VENUETECH. For the purposes of this defunding provision, the term "defund" shall mean the elimination of all operating funding of the CENTER and is not intended to mean a reduction of budget.
- 6.6.4 Exercise by DISTRICT under Article XVI of the State of California Constitution. Notwithstanding anything to the contrary DISTRICT may terminate this AGREEMENT in order for DISTRICT to be in compliance with Article XVI, Section 18 of the State of California Constitution (which provides in part that the DISTRICT cannot obligate itself where funding is unavailable).
- 6.7 Effect of Termination - Records and Executory Contracts. Upon termination of this AGREEMENT, for any reason, the records in VENUETECH's possession pertaining to the operation of CENTER, together with all supplies, equipment, or other property of DISTRICT in VENUETECH's possession shall be immediately delivered to DISTRICT. Such records include work prepared, developed or stored by or on any computer. Subject to Section 6.8 and 6.9 below, DISTRICT shall retain responsibility for all executory contracts in effect for agreements entered into by DISTRICT including but not limited to Talent Contracts, fees, rental agreements and third-party vendors.
- 6.8 Effect of Termination – Booking Talent Contracts. Upon the termination of this AGREEMENT, for any reason, or upon the passing of the Notice Date without receipt of a Notice from DISTRICT, or where either Party is subject to a notice of material breach which has not been cured during the Cure Period, then all duties and obligations of VENUETECH with respect to the negotiation and booking of Events shall cease without further obligation.
- 6.9 Effect of Termination - Existing Talent Contracts. VENUETECH shall have the right, at its sole discretion, to notify both DISTRICT and the Talent Agent(s) of any Performing Artist(s) under contract for Event dates that would occur after VENUETECH's last day of scheduled management of CENTER, that VENUETECH will no longer be managing CENTER at the time such Event takes place and that the Talent Agent should contact the DISTRICT with respect to the Event.
- 6.9.1 [Reserved].
- 6.10 [Reserved]

ARTICLE 7

VENUETECH REPRESENTATIONS

- 7.1 Licenses, Permits Etc. VENUETECH is incorporated in the State of California and is duly licensed and authorized to do business in the State of California and has all necessary licenses. VENUETECH represents and warrants to the DISTRICT that VENUETECH has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for VENUETECH to practice its profession or provide any services under the AGREEMENT.
- 7.2 Authority to Enter into This AGREEMENT. VENUETECH represents and warrants that VENUETECH's Executive Employees have the authority to enter into this AGREEMENT on behalf of VENUETECH.
- 7.3 Standard of Performance. VENUETECH shall perform services with the degree of skill and care to the standard observed by national firms performing the same or similar services. VENUETECH shall observe safety standards established by the Division of Occupational Safety and Health better known as Cal/OSHA, and DISTRICT and/or COLLEGE (where notice is provided to VENUETECH).
- 7.4 Compliance with Wage and Employment Laws. VENUETECH shall comply with all then-current applicable Federal, State and/or local wage and hour laws, including, without limitation, withholding of social security, unemployment taxes, provision of mandatory health and welfare benefits for qualifying employees, and/or other mandated taxes. The DISTRICT shall have no liability for any taxes, penalties or assessments made by the IRS against VENUETECH relating to the Affordable Care Act's employer shared responsibility provisions and related reporting requirements.
- 7.5 No Discrimination. VENUETECH shall make all employee decisions based on reasonable criteria and shall not discriminate based on race, creed, color, national origin or sex, or any other classification then protected by law in connection with or related to the performance of this AGREEMENT.
- 7.6 Compliance with Laws. VENUETECH shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments in the performance of this AGREEMENT.
- 7.7 Independent Contractor. VENUETECH shall at all times be an independent contractor hereunder. VENUETECH shall not be, nor treated as, an employee for federal, state, or local tax purposes. VENUETECH hereby represents and warrants to DISTRICT that VENUETECH is an independent contractor for Federal, state, and local tax purposes. VENUETECH hereby covenants and agrees to pay all Federal, state, and local taxes required by law to be paid by an independent contractor, including, without limitation, any taxes imposed by the Self-Employment Contributions Act.

- 7.8 ADA. The DISTRICT will provide VENUETECH ADA policies for the CENTER and 7.8 ADA. The DISTRICT will provide VENUETECH ADA policies for the CENTER and VENUETECH will implement those policies to the extent they impact CENTER operations. The DISTRICT is responsible for providing VENUETECH with the equipment and software required to operate the CENTER, and therefore is responsible for the compliance of equipment and software with applicable laws, including but not limited to ADA. VENUETECH shall notify the District of any noncompliance issues of which it becomes aware. VENUETECH shall take steps to notify DISTRICT of requests for accommodation and work with DISTRICT to provide accommodations pursuant to the DISTRICT's ADA policies and procedures. VENUETECH expressly disclaims any expertise regarding the Americans with Disabilities Act of 1990 as amended ("ADA") and shall under no circumstances provide any oral or written advice to DISTRICT or any other party with respect to compliance with the ADA for CENTER.

ARTICLE 8

DISTRICT REPRESENTATIONS

- 8.1 Authority. DISTRICT represents and warrants that it owns and controls CENTER and has all legal rights to operate CENTER and authority to enter into this AGREEMENT with VENUETECH for the management and operation of CENTER pursuant to the scope of work and terms and conditions herein in this AGREEMENT.
- 8.2 Maintenance and Repair of the CENTER. DISTRICT shall have a duty to inspect, maintain, or cause to be maintained the buildings and their appurtenances, including fixtures, furnishings and equipment (as defined in Exhibit G), and all grounds outside CENTER including but not limited to sidewalks, driveways, streets, parking lots and all lighting next to or related to CENTER, in substantial compliance with all then-current applicable laws, statutes, ordinances and regulations, federal, state and local, DISTRICT shall use commercially reasonable standards, including such maintenance issues related to safety, building codes, electrical and plumbing, equipment, carpentry and such other normal maintenance and repair work as may be reasonably necessary or as noticed to DISTRICT by VENUETECH Executive Employee, but made in DISTRICT's sole discretion.
- 8.3 ADA. DISTRICT represents and warrants that it has a duty and shall use best efforts to be in compliance with the Americans With Disability Act ("ADA") for CENTER and shall take appropriate action where warranted. DISTRICT shall notify VENUETECH of any complaints or concerns or claims regarding CENTER in relation to ADA and access issues.
- 8.4 Acknowledgement of Risk. DISTRICT acknowledges that the production and promotion of Events in the entertainment and cultural arts industry have associated inherent risks, which include but are not limited to financial and other general liabilities.

- 8.4.1 Both Parties also acknowledge that a decision to produce educational, cultural, fundraising or entertainment Events, or any specific Event, may at times be made by DISTRICT for reasons other than financial profit potential and that at times DISTRICT may elect to produce Events which will require financial subsidy to achieve other community service, educational or creative objectives.
- 8.4.2 VENUETECH will make every professional effort to increase the likelihood of both creative and financial success for productions held at CENTER and will provide DISTRICT with financial information that will enable DISTRICT to best analyze both the financial realities as well as any operational and community benefits that may be realized. DISTRICT is retaining VENUETECH as a management and operation company and does not view VENUETECH as financial partner or investor or expect VENUETECH to participate in the financial profit or loss of CENTER or the Events that take place at CENTER. VENUETECH shall not share in revenues of DISTRICT derived from any operations of CENTER other than contracted for Fees and Reimbursables as set forth on Exhibit C "Schedule Fees & Reimbursables".
- 8.4.3 DISTRICT further understands that due to CENTER closure caused by Covid and government decree that Event scheduling and revenue shall require a ramp up period of time.

ARTICLE 9

HUMAN RELATIONS

- 9.1 CENTER Management Personnel. VENUETECH shall provide five full-time management level personnel for CENTER which shall include: 1) Center Manager, 2) Technical Director, 3) Operations Manager, 4) Box Office Manager and 5) Marketing Coordinator. VENUETECH shall have sole responsibility and authority in the selection, hiring, compensation, benefits, supervision, discipline and/or discharge of these and all other personnel. For all purposes, these on-site management personnel shall be deemed to be an employee of VENUETECH and VENUETECH shall indemnify the DISTRICT from any claims relating misclassification by VENUETECH of any of its employees as independent contractors.
- 9.2 Additional CENTER Employees. VENUETECH shall have sole responsibility and authority in the selection, hiring, compensation, benefits, training, supervision, discipline and/or discharge of all employees assigned to CENTER. For all purposes, these employees shall be deemed to be employees of VENUETECH and not the DISTRICT.
- 9.2.1 If DISTRICT requests or requires specific training unique to DISTRICT then DISTRICT, at its expense, shall have the choice to provide such training, or request VENUETECH provide such training to VENUETECH employees.
- 9.2.2 VENUETECH agrees that it will submit fingerprints to the Department of Justice for all VENUETECH CENTER employees and certify in writing to the

DISTRICT that each such individual has not been convicted of a felony as defined in Education Code Section 45122.1.

- 9.3 VENUETECH Executives. VENUETECH Executives shall perform work necessary for operation of CENTER. These employees include 1) President, 2) Senior Vice President, 3) Vice President and 4) General Counsel.
- 9.4 No Co-Employment. VENUETECH and DISTRICT agree that they shall not be co-employers. Employee(s) assigned to work at CENTER shall work exclusively for VENUETECH. DISTRICT shall have no authority in the selection, hiring, compensation, benefits, supervision, discipline and/or discharge of any employee of VENUETECH.
- 9.5 VENUETECH Employee Policies. VENUETECH shall have the sole and exclusive right to establish policies for all VENUETECH employees assigned to work at or on behalf of CENTER. This shall include, but not be limited to, hourly, wage and bonus compensation, employee benefits, vacation schedules, holiday schedules, work schedules and all work- related policies. All VENUETECH employees working at the CENTER shall abide by rules and policies of the DISTRICT and COLLEGE, including any and all policies relating to COVID-19 prevention and COVID-19 vaccinations.
- 9.6 Changes in Employee and Staff. In the event a change in employment occurs for any VENUETECH Center Management personnel, then VENUETECH shall notify DISTRICT of such change as soon as is reasonably practicable. There shall be no reduction to the fees or reimbursables paid to VENUETECH during this recruiting, hiring, and training period. VENUETECH shall ensure that it maintains adequate personnel at all times to ensure continued CENTER operations in accordance with the terms of this Agreement.
- 9.7 Notice Regarding Employee Issues. DISTRICT may, but is not obligated to (unless required by law), inform VENUETECH's Executive Employees, in a confidential writing, if the DISTRICT has information, concerns, or complaints regarding any VENUETECH employee, whether relating to employee's performance, service, or other matter relevant to the reputation or operation of the CENTER or DISTRICT. VENUETECH shall investigate, evaluate and take appropriate action pursuant to federal, state and local laws, rules and regulations and pursuant to its obligations under this AGREEMENT. If VENUETECH continues to operate the CENTER with personnel unsatisfactory to the DISTRICT and DISTRICT believes that such personnel's continued presence at the CENTER will cause potential liability or reputational harm to DISTRICT, then after the DISTRICT provides VENUETECH reasonable notice and an opportunity to cure, and VENUETECH has failed to cure, DISTRICT may terminate this AGREEMENT.
- 9.8 Equal Employment Opportunity. VENUETECH shall comply with the Executive Order 11246 as currently amended and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." VENUETECH, with regards to the Services performed during the Term of this AGREEMENT, shall not unlawfully discriminate on the grounds of ethnic group

identification, race, color, gender, gender identity, gender expression, sex, sexual orientation, sexual identity, pregnancy, childbirth or related medical condition, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status as defined in Section 12926 of the California Government Code.

- 9.9 Complaints and Investigations. VENUETECH will fully cooperate (and shall ensure its employees, contractors, and agents cooperate) with DISTRICT and comply with all applicable laws and DISTRICT and community college policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including VENUETECH producing its directors, officers, agents, employees, and contractors for investigative interviews as deemed necessary by DISTRICT.

ARTICLE 10

VENUETECH OPERATING AUTHORITY

- 10.1 Consultation. VENUETECH shall meet with the DISTRICT's Project Liaison on an "as needed" basis, as determined by the DISTRICT, to gain DISTRICT's input into the operation and programming of CENTER. During such meetings DISTRICT's Project Liaison may provide direction to VENUETECH with respect to various matters, including but not limited to, budget, programming, community relations, marketing, or changes to DISTRICT policy relating to CENTER operation.
- 10.2 Rental Agreements with CENTER Clients. VENUETECH shall assist the DISTRICT to enter into contracts with individuals, businesses and organizations that may be interested in renting CENTER for the production of public and private Events at CENTER. VENUETECH and DISTRICT shall use the template attached as Exhibit I for such rental.
- 10.3 Talent Contracts. VENUETECH shall negotiate and propose to the DISTRICT Talent Contracts for In-House Events. The cost of talent fees shall be in conformance with the Annual Budget as set forth in Exhibit E, as approved by DISTRICT. VENUETECH shall present Talent Contracts and Contract Riders to the DISTRICT for review and execution. The DISTRICT agrees to use best efforts to respond under tight timing typically required for negotiation, agreement and execution of Talent Contracts and Contract Riders.
- 10.4 Talent Booking. VENUETECH shall work with the DISTRICT to engage all Talent Agents, Performing Artists, Talent Management and other artists' representatives for all Events at the CENTER during the Term of this AGREEMENT. DISTRICT acknowledges that VENUETECH has a developed good will and an outstanding professional reputation within the entertainment industry nationwide. These valuable established relationships with industry leaders include practices and methods and specific skills and expertise and experience, which are deemed to be trade secrets of VENUETECH. DISTRICT agrees to refrain from contacting any Performing Artist or Talent Agent or Talent Management, or "talent buying companies" for Events at CENTER throughout the term of this

AGREEMENT or any Subsequent Term. VENUETECH shall use its goodwill, expertise and experience, together with its trade secrets for the benefit of DISTRICT and CENTER in the booking of Performing Artists at CENTER.

- 10.4.1 Notwithstanding the foregoing, the Parties agree this shall not apply to Events which (i) DISTRICT produces, co-produces, sponsors, or co-sponsors for fundraising or educational purposes or (ii) are held in the CENTER pursuant to Education Code section 82537 et seq. (aka the "Civic Center Act").
- 10.5 Negotiating Contract Riders. VENUETECH shall work with the DISTRICT to negotiate all Contract Riders for In-House Events or other agreements, including but not limited to agreements with respect to: (i) production requirements, (ii) selection and hiring of security staff for all Events at CENTER, (iii) staffing requirements, (iv) bus and truck parking, (v) air transportation, (vi) ground transportation, (vii) lodging, (viii) catering services, (ix) merchandise rights, (x) financial settlement procedures, (xi) media rights, (xii) approval of marketing plans, (xiii) approval of use of artists image, and artist's recorded materials, (xiv) media and public access to artists, and (xv) backstage accessibility and other related issues.
- 10.6 Control of Back Stage. Except in the case of emergencies, VENUETECH shall have the sole right to control access to back-stage and on-stage areas when Performing Artists and their representatives are present.
- 10.7 Control of Meet & Greet with Artists. VENUETECH will make all reasonable efforts to accommodate DISTRICT, its representatives, employees, and guests when requests are made to meet artists in secure back-stage areas; however, both Parties acknowledge that these decisions will always be within the sole control of individual Performing Artists and their representatives.
- 10.8 Performing Artists' Confidentiality. It is understood by both Parties that in most instances Performing Artists, Talent Agents and Talent Managers consider the terms of their Talent Contracts to be proprietary Confidential Information. The Parties understand; however, nothing herein shall be construed to prevent DISTRICT's compliance with the California Public Records Act.
- 10.9 Day-To-Day Operations. It is agreed that VENUETECH shall have control over the day-to-day operation of CENTER and shall make decisions on an ongoing basis relating to the operation, programming, calendar scheduling and event production needs of the facilities of the CENTER. The DISTRICT Project Liaison, or his/her designee, shall work directly with VENUETECH as the communication link between DISTRICT and VENUETECH, to provide approvals on a timely basis for programming decisions, and shall be a resource for answering questions that may arise from time to time, provide guidance when community issues surface and to give general guidance to VENUETECH with respect to the DISTRICT's goals for the performance and operation of CENTER. DISTRICT may elect to change this Project Liaison from time to time and will give VENUETECH written notification when it elects to do so.

10.10 [Reserved]

10.11 Right to Select Marketing Professionals. VENUETECH shall select graphic designers, printers, web designers, marketing agencies and other marketing professionals for all work related to the operation of the CENTER, including its rental business and in-house productions. Subject to limitations of individual artists and their representatives, VENUETECH shall further have the sole and exclusive right to authorize the use of images, depictions, photographs, video, and audio reproduction of individual artists for promotion of Events presented at the CENTER facilities.

10.11.1 VENUETECH is authorized to recruit and sell sponsorship opportunities for CENTER events, season subscriptions, food and beverage partnerships with local restaurants, wineries and breweries, and similar sponsorship and partnership opportunities related to the operation of the CENTER, the cultivation of a dedicated CENTER season subscription base, and the CENTER patron experience.

10.11.2 VENUETECH will not solicit any naming sponsorships for physical spaces, fixtures, furniture or equipment within the interior or exterior of the CENTER without the prior approval of the DISTRICT's Associate Vice Chancellor of Resource Development.

10.11.3 Notwithstanding the foregoing, DISTRICT shall be entitled to withhold or disapprove certain sponsorship, partnership or naming opportunities.

10.12 Use of DISTRICT or COLLEGE Name/Images/Logos. The DISTRICT grants VENUETECH permission to use the DISTRICT's or COLLEGE's name, images, and logos with prior approval of a District Representative. Such use must be in connection with marketing and operations of the CENTER, including the promotion of various Events. Notwithstanding the foregoing, VENUETECH agrees not to use the DISTRICT or COLLEGE's name, image, logo or abbreviation thereof, to (i) designate any business, social, political, religious, or other organization or (ii) imply or indicate any connection or affiliation with any activity that supports, endorses, advances, opposes, or defeats any strike, lockout, or boycott or of any political, religious, sociological, or economic movement, activity or program.

10.13 VENUETECH RESPONSIBILITIES. The accounting responsibilities of VENUETECH are set forth in Exhibit H hereto.

ARTICLE 11

CONFIDENTIALITY

11.1 "Confidential Information" means any and all information of a proprietary or confidential nature, including all tangible or intangible property including but not limited to trade secrets, patents, or copyrights of either Party, and personnel records ("Confidential

Information”). Such Confidential Information shall also include, but not be limited to: (i) information about a client such as client identities, client lists, revenues generated from clients’ accounts, client characteristics, key contact personnel, financial data and performance, payroll, policy expiration dates, and (ii) information about a Party, such as methods of soliciting business, documents, financial data, marketing programs, and specialized market expertise and related relationships. For purposes of this AGREEMENT, Confidential Information does not include: (i) information learned from a third party entitled to disclose it and who is not in violation of a contractual, legal or fiduciary obligation to either Party, (ii) information which is or becomes known publicly through no fault of either Party, (iii) information already known by either Party prior to disclosure from the other Party, or (iv) certain information DISTRICT is required to disclose to the public.

- 11.2 Public Records Act: All information received from VENUETECH by the DISTRICT Board of Trustees will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided however, that, if any information is set apart and clearly marked “trade secret” when it is provided to the DISTRICT, the DISTRICT shall give notice to VENUETECH of any request for the disclosure of such information.. VENUETECH shall have sole responsibility for defense of the actual “trade secret” designation of such information. Failure to timely respond or enter into an acceptable agreement shall be deemed to have waived of any rights regarding the information designated “trade secret” by VENUETECH, and such information will be disclosed by DISTRICT pursuant to applicable procedures required by the Public Records Act.

ARTICLE 12

NONSOLICITATION

- 12.1 No Solicitation. During any Term of this AGREEMENT, and on the non-renewal, expiration or earlier termination of this or the then-current AGREEMENT for any reason, DISTRICT nor any of its officers, agents or employees, for a period of twelve (12) months thereafter, shall not, either directly or indirectly through any other successor management entity of CENTER, solicit, entice, or induce any employee to terminate employment with VENUETECH for purposes of obtaining a position directly related to CENTER operations, without the express written consent of VENUETECH. The DISTRICT shall not be considered in violation of this provision if any VENUETECH employee applies for or accepts employment with the DISTRICT without such solicitation.

ARTICLE 13

INDEMNITY & LIABILITY

- 13.1 VENUETECH Indemnity. VENUETECH hereby agrees to indemnify, defend and hold harmless DISTRICT, its trustees, directors, officers, officials, agents, and employees

against all liability, claims, loss, damages and expenses, including reasonable attorney fees ("Claim"), arising out of (i) the negligent performance or failure to perform any of its duties or obligations under this AGREEMENT (ii) misconduct or negligence of any VENUETECH employee, contractor, or agent; and (iii) a VENUETECH Contract, including the acts and omissions of such third-parties, including their employees, as long as such Claim is not caused by DISTRICT.

- 13.2 DISTRICT Indemnity. DISTRICT hereby agrees to indemnify, defend and hold harmless VENUETECH, its directors, officers, agents, and employees against all liability, claims, loss, damages and expenses, including reasonable attorney fees, arising out of its negligent performance or failure to perform any of its duties or obligations under this AGREEMENT.

ARTICLE 14

INSURANCE

- 14.1 VENUETECH shall procure and keep in force the following policies of insurance, certificates, or binders as necessary to provide coverage described below and such coverage shall be provided to DISTRICT to cover claims of property damage or personal injury caused by VENUETECH's operation of CENTER at the Premises, except where such claim arises from DISTRICT's negligence or a premises defect. All insurance shall be written on an occurrence basis.
- 14.2 Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, bodily injury, broad form property damage, contractual liability:
- 14.2.1 Bodily injury, one million dollars (\$1,000,000) per occurrence; two million aggregate (\$2,000,000)
- 14.2.2 Property damage, one million dollars (\$1,000,000) or
- 14.2.3 Combined single limit (CSL) for bodily injury and property damage of a maximum of three million dollars (\$3 million aggregate).
- 14.2.4 GL Carrier shall be licensed in California and the additional insured endorsement shall be as broad as the Insurance Services Inc.'s additional insured, Form B CG 20101001.
- 14.3 Automobile Liability Insurance. Automobile liability insurance, including, non-owned and hired automobiles used by VENUETECH or its employees in the performance of this AGREEMENT which shall have a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.

- 14.4 Worker's Compensation Insurance. Worker's Compensation insurance as required by the laws of the State of California including statutory coverage for Employers Liability with limits not less than one million dollars (\$1,000,000).
- 14.5 Professional Liability Insurance. Professional liability (errors and omissions) insurance in the amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.
- 14.6 Additional Insurance Provisions. The following additional provisions apply to the insurance coverage:
- 14.6.1 Insurance Rating. Insurers shall have current A.M. Best's rating of not less than A:VII shall be licensed to do business in the State of California.
- 14.6.2 Notice of Cancellation. The policies shall provide for thirty (30) days written notice to DISTRICT prior to cancellation, termination or material change in coverage.
- 14.6.3 Additional Insured. VENUETECH shall ensure all policies, except Professional Liability and Worker's Compensation, contain endorsements stating Los Rios Community College District and its Folsom Lake College, and its trustees, officers, agents and employees, are named as Additional Insureds, and that the endorsements waive subrogation rights against the Additional Insureds. The Worker's Compensation policy shall also include a waiver of subrogation.
- 14.6.4 Volunteers. DISTRICT agrees that DISTRICT Volunteers assigned to work at CENTER shall be covered under DISTRICT's workers' compensation program or other insurance designated by DISTRICT shall provide a waiver of subrogation to VENUETECH.
- 14.6.5 Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (GL Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Any insurance or self-insurance maintained by DISTRICT shall be in excess of VENUETECH's insurance and shall not contribute with it. Before commencing work under this Agreement, VENUETECH shall provide the DISTRICT with certificates of insurance and required executed endorsements evidencing compliance with this Article. On request, VENUETECH shall furnish copies of any or all of the required insurance policies.
- 14.7 CENTER Client Evidence of Insurance Coverage. DISTRICT authorizes VENUETECH to direct CENTER Clients to provide evidence of general liability insurance coverage to VENUETECH and shall provide VENUETECH with a certificate of insurance which shall (i) name DISTRICT, VENUETECH and their respective trustees, directors, officers, agents and employees as additional insured for all Events, and (ii) provide an

endorsement to the policy to require the insurance carrier to a prior written thirty (30) days' notice to DISTRICT for any change or cancellation of coverage. VENUETECH shall also require CENTER clients to provide a waiver of subrogation rights as against all names additional insureds.

ARTICLE 15

RECORDS AND OWNERSHIP OF DOCUMENTS

- 15.1 Records. DISTRICT and VENUETECH agree to keep accurate and complete records of accounts in accordance with generally accepted accounting standards and procedures. A specific financial management system shall be agreed upon by the Parties.
- 15.2 Records Retention Policy. VENUETECH agrees to retain records according to DISTRICT's record retention policy. DISTRICT shall provide VENUETECH with a copy of the DISTRICT's records retention policy. VENUETECH agrees to secure on the DISTRICT's behalf or secure and as soon as is reasonably practicable, transfer to the DISTRICT any and all ownership rights in the data collected relating to members, patrons, and attendees, including names and sales. DISTRICT shall maintain sole ownership of such data.
- 15.3 Reporting. VENUETECH shall provide DISTRICT reports as reasonably requested in a form and substance acceptable to DISTRICT.
- 15.4 Inspection of Books and Records. VENUETECH and/or DISTRICT may, at any time during the normal business hours of DISTRICT, inspect all records and supporting and related documentation kept by VENUETECH and DISTRICT relating to the management and operation of CENTER.
- 15.5 Audit. DISTRICT, at its sole expense, may conduct an audit of all account books and records maintained by VENUETECH for the management of the CENTER. VENUETECH shall fully cooperate in the conduct of such audit.

ARTICLE 16

MISCELLANEOUS

- 16.1 The Civic Center Act. VENUETECH and DISTRICT acknowledge that use of the CENTER is subject to the Civic Center Act (Cal. Education Code sections 82537 et seq.). VENUETECH and DISTRICT shall work together to ensure compliance with provisions of such Act.
- 16.2 Acceptance of Electronic Signatures. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a Party is delivered by

electronic signature. Such signature shall be treated in all respects as having the same effect as an original signature.

- 16.3 Amendment. This Agreement, including all Exhibits attached, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered except as memorialized by written agreement, signed by the Parties to be bound. Modifications to this Agreement can only be made in a writing signed by both Parties.
- 16.4 Mediation. The Parties shall first attempt to resolve a dispute by an informal meet and confer between them. In the event an impasse is reached all disputes shall be submitted to non-binding mediation to a single mediator selected by the Parties. Each side shall bear its own costs, fees, and expenses. If the Parties cannot agree upon a mediator, then the Parties shall use the resources and process of either the Sacramento County Superior Courts, if available, or the Sacramento County Bar Association, to choose a mediator.
- 16.5 Assignment. This Agreement may not be assigned by either Party, without the express written consent of the other Party.
- 16.6 Cooperation. The Parties covenant and agree to take such further actions and to execute, acknowledge, and deliver such additional documents as may be reasonably required to implement the terms and conditions of this Agreement.
- 16.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute an instrument.
- 16.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
- 16.9 Venue. Any action or suit or proceeding with respect to this Agreement shall be brought exclusively in the state courts of Sacramento County, in the State of California.
- 16.10 Integration. This Agreement contains the entire agreement between the Parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between them.
- 16.11 Severance. If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 16.12 Force Majeure. District shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to VENUETECH upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of DISTRICT, including, without limitation, acts of God, natural disasters, strikes, disturbances of

peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies, including planned or unplanned closures of the DISTRICT campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement.

- 16.13 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when received if transmitted by fax, email or regular US mail; if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such document is legible and that at the time such document is sent the sending Party receives written confirmation of receipt; if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Los Rios Community College District

1919 Spanos Court

Sacramento, CA 95825

Attn: Jacob Knapp, General Counsel

9165683006

Email: knappj@losrios.edu

VenueTech Management Group

2269 Chestnut Street #960

San Francisco CA 94123

Attn: John R. Lind, President

Attn: Judy Barkett, Senior Vice President

(415) 409-4402

Email: johnlind@venuetech.com

Email: judy@venuetech.com

- 16.14 Severability. The provisions of this Agreement are intended to be interpreted and construed in a manner that makes such provisions valid, legal and enforceable. In the event any provision of this Agreement is found to be partially or wholly invalid, illegal or unenforceable, such provision shall be modified or restricted to the extent and in the manner necessary to render such provision valid, legal and enforceable.

- 16.15 Exhibits to This Agreement. The following are the Exhibits, which are incorporated into this Agreement.

16.15.1 Exhibit A Scope of Services

16.15.2 Exhibit B Obligations of DISTRICT

16.15.3 Exhibit C Schedule of Fees & Reimbursables

16.15.4 Exhibit D Scope of Variable Services

16.15.5 Exhibit E Annual Meeting of the Parties

16.15.6 Exhibit F Map of the CENTER

16.15.7 Exhibit G Equipment Responsibility List

16.15.8 Exhibit H Accounting Processes

16.15.9 Exhibit H.1 Data Protection and Privacy Addendum

16.15.10 Exhibit I Rental Agreement

End of Management and Consulting Services Agreement

Signatures & Exhibits Follow

AGREEMENT FOR MANAGEMENT AND CONSULTING SERVICES

HARRIS CENTER FOR THE ARTS

FOLSOM, CALIFORNIA

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first day and year above written.

LOS RIOS COMMUNITY COLLEGE DISTRICT	VENUETECH MANAGEMENT GROUP
Mario Rodriguez, Vice Chancellor	John R Lind, President
1919 Spanos Court Sacramento, CA 95825	2269 Chestnut Street, Suite 960 San Francisco, CA 94123
Phone: (916) 568-3055 Email: Email: RodrigM3@losrios.edu	Phone: (925) 381-9894 Email: johnlind@venuetech.com
By: Mario Rodriguez, Vice Chancellor	By: John R. Lind, President
Date:	Date:

Attest:

Date: _____

Approved as to Form

Jake Knapp, DISTRICT General Counsel

Date: _____

**AGREEMENT FOR MANAGEMENT AND CONSULTING SERVICES
HARRIS CENTER FOR THE ARTS
FOLSOM, CALIFORNIA**

**EXHIBIT A
SCOPE OF SERVICES**

The following Scope of Services shall be provided by VENUETECH, as set forth in the terms and conditions of the Agreement.

- 1) Develop and implement Business Plan, which may be updated from time to time, and an Annual Budget, to be approved by DISTRICT. This plan and budget will enumerate the vision, goals as defined by the COLLEGE and DISTRICT as well as strategies which provide the foundation for the operation of CENTER and will articulate the operating policies, calendar scheduling procedures, box office policies, rental policies, and rental rates; This Business Plan shall enumerate the DISTRICT approved policy for the scheduling procedures for Events presented by DISTRICT, COLLEGE, FOUNDATION, and all Academic events. This Plan shall be developed during the initial 120 days of the Term of this Agreement. The Annual Budget shall include all estimated costs to be passed through to DISTRICT and estimated Revenue. The Annual Budget may be adjusted by the Parties. The development of the Business Plan shall include the District Project Liaison and Vice President of Instruction.
- 2) Measurements of Success: VENUETECH and DISTRICT will agree to defined measurements of success to be included in the CENTER Business Plan.
- 3) Days of Activity: VENUETECH, together with DISTRICT and COLLEGE shall mutually cooperate to strive for the effective utilization of CENTER to ensure its financial sustainability and inherent value to the community, DISTRICT and COLLEGE.
- 4) Programming: VENUETECH shall operate CENTER as a presenting and rental venue with specific policies to support affordable and available nonprofit and local organization rentals, as ultimately defined in the CENTER Business Plan.
- 5) VENUETECH will support DISTRICT and COLLEGE interest in programming that enhances community engagement and the academic experience of students.
- 6) VENUETECH will support DISTRICT so that DISTRICT, COLLEGE and Foundation shall be able to use CENTER for Events per annual policies approved by DISTRICT, without limitation, and with consideration for impacts on community use, in-house event scheduling and budget.
- 7) Rates and Discounts: VENUETECH will conduct market surveys as needed and will make recommendations to DISTRICT regarding rental fees and policies for

CENTER. These policies will include recommended discounts or subsidies for nonprofits, community groups, or other designated categories.

- 8) Coordinate with DISTRICT or Foundation: VENUETECH will coordinate with the DISTRICT memberships, first availability of tickets, pre-show / intermission lounge access, and artist receptions in order to enhance the DISTRICT fundraising needs.
- 9) Recommend and prepare Annual Budget, operating budgets, programming models, rental rates, operating policies, short- and long-term CENTER improvements, business strategies and changes to the Business Plan for the most efficient and cost-effective operation and/or for the benefit of DISTRICT which shall provide final budgetary approval.
- 10) Provide professional staffing as delineated in ARTICLE 9 “Human Relations” of this Agreement.
- 11) Provide all required human resources including payroll, hiring, onboarding, training and supervision.
- 12) Manage the CENTER master calendar for performances, rehearsals, technical and production needs and maintenance schedules for all Events during the calendar year, including academic use, in-house events and Rental Events.
- 13) Events sponsored by the DISTRICT, COLLEGE and Foundation. With respect to Foundation Membership Events, the Foundation shall be treated as a CENTER Rental Client - without the charging of rental fees, unless DISTRICT policies change. For these Events, the Event Planner for Foundation Events shall have control and responsibility for producing the Event. VENUETECH shall be responsible for supporting these Foundation Events including the provision of box office and technical staff. Academic Events scheduled by COLLEGE or DISTRICT- shall follow the same protocol as above, except COLLEGE or DISTRICT can provide technical staffing through student participation unless the Academic user requests that VENUETECH provide technical staff. In all cases, VENUETECH will provide one technical director to oversee the production of these Academic Events including oversight of student use of theatrical equipment.
- 14) Represent DISTRICT regarding the use of CENTER by third parties for the production of public and private Events.
- 15) VENUETECH shall negotiate, prepare and sign rental agreements, and require third parties to provide proof of insurance coverage relating to operation of the CENTER as indicated in the Agreement.
- 16) VENUETECH shall collect fees, rents and reimbursements on behalf of DISTRICT.

- 17) VENUETECH shall select, retain and supervise qualified Vendors to ensure effective and safe operation of the "fly system", "stage hydraulic lift system" and any other theatrical specific equipment. VENUETECH shall properly vet performing artists, including their anticipated performance, to ensure proper controls are in place to protect the health and safety of the CENTER employees, COLLEGE and DISTRICT personnel, participants and audience members.
- 18) Coordinate the Event needs of all CENTER users.
- 19) Coordinate the use of CENTER with COLLEGE and DISTRICT personnel and provide the production and front of house support for Academic events, fundraising activities and other COLLEGE or DISTRICT Events.
- 20) Manage and operate the concessions and merchandise programs at CENTER including collection and reporting of sales tax, as legally applicable.
- 21) Operate a financial management system for CENTER pursuant to the Business Plan, Annual Budget, and DISTRICT Deposit . VENUETECH will implement any financial system it deems appropriate to include accounts payable, accounts receivable, banking systems, box office, cash management and other appropriate financial tools. VENUETECH may consult with the DISTRICT's Finance Department to ensure that the cash management and financial control systems of the CENTER operations meet DISTRICT's needs and goals.
- 22) Provide DISTRICT with financial reports in a form and substance acceptable to DISTRICT, along with additional financial reports that may be reasonably requested on an as-needed basis. Provide DISTRICT with programming and operating reports that may be reasonably requested on an as-needed basis.
- 23) Provide insurance as set forth in the Agreement.
- 24) Provide DISTRICT with input on the development of a long-term maintenance plan.
- 25) Maintain the technical specification information files for CENTER.
- 26) Manage and operate the CENTER box office including ticket sales, box office reports, patron seating, management of patron information and the administration of the computerized box office system to support the events hosted at CENTER which shall operate for all events and on a daily schedule approved by DISTRICT. Transfer ownership of such data to DISTRICT.
- 27) Provide an access control operation for patrons and participants attending or participating in events held at CENTER. Evacuation plans shall be developed collaboratively between the DISTRICT AND VENUETECH. VENUETECH will be responsible for training front house staff and volunteers on evacuation plans.

- 28) Develop and implement marketing plans, including advertising and social media, to support events hosted at CENTER.
- 29) Develop and maintain collaborative relationships with the District, College, Foundation, facility patrons, facility renters and the community.

End of Exhibit A

**AGREEMENT FOR MANAGEMENT AND CONSULTING SERVICES
HARRIS CENTER FOR THE ARTS
FOLSOM, CALIFORNIA**

**EXHIBIT B
OBLIGATIONS OF DISTRICT**

1. Provide VENUETECH with access to CENTER and maintain CENTER in a manner that is consistent with and appropriate for use of the facility for public assemblies and that meets applicable local, state and federal requirements, including applicable requirements for accessibility.
2. Provide the facilities, fixtures, furnishings, Equipment (Exhibit G) and software necessary for VenueTech to fulfill its responsibilities under this Agreement.
3. Conduct required inspections to ensure CENTER is free of defects.
4. Plan, fund and implement all capital improvements and major maintenance of CENTER, including the physical plant, its systems, fixtures, furnishings and equipment at DISTRICT's sole discretion if required by Law.
5. Provide the following services as required by CENTER operations: security, parking, janitorial, information technology, and volunteers, unless otherwise agreed with VENUETECH.
6. Assign a Project Liaison to communicate with VENUETECH regarding all aspects of the CENTER operation and to provide coordination between DISTRICT and VENUETECH.
7. Review financial and other reports and provide direction to VENUETECH concerning the operation of CENTER, including the financial, business and community service goals of DISTRICT. Make budget adjustments as DISTRICT determines are necessary.
8. Provide guidance to VENUETECH regarding the mission of DISTRICT for CENTER, including but not limited to academic use, programming goals, community service goals and budget requirements.
9. Provide policies governing the operation of CENTER including but not limited to the annual budget and DISTRICT fee resolution, use policies and restrictions, and ADA guidelines.
10. Provide all funding necessary to meet the financial obligations of this Agreement.

End of Exhibit B

**AGREEMENT FOR MANAGEMENT SERVICES
HARRIS CENTER FOR THE ARTS
FOLSOM, CALIFORNIA**

**EXHIBIT C
SCHEDULE OF FEES & REIMBURSABLES**

Based on the scope of services outlined in this AGREEMENT VenueTech fee structure would be as follows:

CATEGORY	MONTHLY COST	DESCRIPTION	COMMENTS
1. Center Management <u>Fee</u>	\$10,835	Fee charged by VENUETECH for managing the CENTER	This fee shall be paid monthly, in advance.
2. On-site Management Personnel Fee	\$50,210	1) Center Manager 2) Technical Director 3) Operations Manager 4) Box Office Manager 5) Marketing Coordinator	Includes all wages, benefits, overhead, taxes and insurance for the 5-member on-site team. This reimbursement shall be paid monthly, in advance.
3. Executives Fee	\$6,945	1) President 2) Senior Vice President 3) Vice President 4) General Counsel	John R Lind – Fundraising Counsel Judy Barkett – Project Manager Kristyn Jacobson – Project Manager Kathleen Lind – Legal, contracts and insurance This reimbursement shall be paid monthly, in advance.
4. Labor & 40% Overhead <u>Reimbursement</u> for “event-driven” personnel. This includes the following: Social Security, Workers compensation for variable labor (i.e. those employees not covered by items 2 or 3 above).	Direct costs(TO BE ESTIMATED IN THE ANNUAL BUDGET) plus 40% overhead		This reimbursement shall be paid monthly, in arrears. All labor required for event-driven business will be billed at direct cost plus overhead, with Paychex payroll reports provided with invoice.
5. Employee Benefits <u>Reimbursement</u>	Direct Cost with no added overhead		Should the CENTER operation require additional full-time personnel or should any part-time employee work requirements exceed an average of 30 work hours per week, VENUETECH will be reimbursed for the provision of health and disability insurance benefits for these employees.
6. Administrative Cost <u>Reimbursement Fee</u>	\$1,265	1) Cell Phones (for use by CENTER on-call staff)	This reimbursement shall be paid monthly, in advance.

		2) Travel (to and from CENTER by VENUETECH Executive Personnel)	
7. Employee Training <u>Reimbursement</u>	Direct Cost (TO BE ESTIMATED IN ANNUAL BUDGET)		The DISTRICT shall pay directly or shall reimburse VENUETECH for cost of Federal, state, local or DISTRICT unique mandated training for VENUETECH employees who work at CENTER.
8. Annual Research Expense <u>Reimbursement Fee</u>	\$6,000		In March of every year, VENUETECH shall be reimbursed an annual research expense to offset the costs associated with the collection of industry data, artists touring data and other information required for the booking of talent. This fee includes the cost of VENUETECH Executive Personnel for travel to industry booking conferences.
9. Annual <u>Fee</u> Increase	5%		This annual fee increase shall apply to the Center Management Fee, On-Site Management Personnel Fee, the Executives Fee, the Administrative Cost Reimbursement Fee, and the Annual Research Expense Reimbursement Fee only.
10. Insurance <u>Reimbursement</u>	Direct Cost with no added overhead		VENUETECH will procure insurance to cover general liability and non-owned automobile for exposure specifically relating to the CENTER operation and events as required by the AGREEMENT. The direct cost of this insurance will be included in the annual operating budget and will be reimbursed to VENUETECH annually. Within the entertainment industry, underwriters quote fees for this type of policy based on total attendance. VENUETECH purchases a “master policy” and allocates the cost to each client based on a formula provided by the underwriter which gives weight to past claims, total attendance, and zip code of the CENTER.

End of Exhibit C

**AGREEMENT FOR MANAGEMENT AND CONSULTING SERVICES
HARRIS CENTER FOR THE ARTS
FOLSOM, CALIFORNIA**

**EXHIBIT D
SCOPE OF VARIABLE SERVICES**

It is anticipated that that specific functional operating responsibilities may be shifted from one Party to the other, at any time, during the entire Term (i.e., inclusive of subsequent terms) of this Agreement. This shift in responsibilities may be achieved by mutual consent, at any time by the Parties by a simple written notice signed by each Party.

The following Scope of Variable Services are examples and are reflective of conversations between the Parties prior to execution of this Agreement. It is anticipated that this list may change, may expand, at any time during the Term:

1. Janitorial
2. Maintenance
3. Accounting / Bookkeeping
4. Banking / cash management
5. IT services including telephones, computers, website, social media, software licensing & support, office equipment, etc.

DISTRICT may request that VENUETECH provide the DISTRICT Foundation with VENUETECH's expertise regarding fundraising, specifically as it relates to CENTER. This request for fundraising must be made in a separate written contract compliant with Government Code sections 12598, 12599, and 12599.1, as applicable, and shall be in effect so long as the Center Management Agreement is in effect. VENUETECH will take appropriate steps, including but not limited to, entering into a separate and independent contract with the Foundation, at no cost to DISTRICT, COLLEGE or Foundation, for providing fundraising guidance.

VENUETECH's provision of advice and counsel relating to the Foundation Membership Program, shall be provided by VENUETECH's President, Senior Vice President, Vice President and on-site CENTER Manager. Advice can include but be limited to establishing membership levels, donor recognition, community outreach and other areas designed to encourage participation in the Membership Program, as specified in the separate written agreement.

End of Exhibit D

**AGREEMENT FOR MANAGEMENT AND CONSULTING SERVICES
HARRIS CENTER FOR THE ARTS
FOLSOM, CALIFORNIA**

**EXHIBIT E
ANNUAL MEETING OF THE PARTIES**

Annual Meeting of the Parties. Not less than once a year, the Parties shall schedule and hold an annual meeting to review the operation of CENTER. The District Project Liaison shall invite the appropriate DISTRICT and College representatives, and the VENUETECH Project Manager shall invite the appropriate VENUETECH representatives. These two individuals shall jointly issue a notice and agenda for such meeting(s).

Agenda items may include:

1. Recommended capital improvements, including facilities and equipment, for CENTER.
2. Effectiveness of DISTRICT policy for scheduling Events for DISTRICT, COLLEGE, FOUNDATION, and all academic activities.
3. Impact of DISTRICT policy for scheduling Events listed in #2 on: a) CENTER operating budget, b) In-House programming of nationally touring Events, and c) availability of quality Event dates for community non-profit organizations.
4. Recommended changes to DISTRICT policy listed in items #2 and #3.
5. Discussion of items that may be considered by the Parties for changes to the scope of Variable Services listed in Exhibit D.
6. VENUETECH shall provide a presentation for the programming and operational effectiveness of CENTER. The DISTRICT shall provide guidance to VENUETECH for the program strategies operational goals for CENTER for the coming year(s).
7. Review of measurements for success (called Performance Benchmarks in the Business Plan).
8. Adoption of Annual Budget.
9. Amount of, logistics for, and accounting for DISTRICT Deposit.

End of Exhibit E

Exhibit F

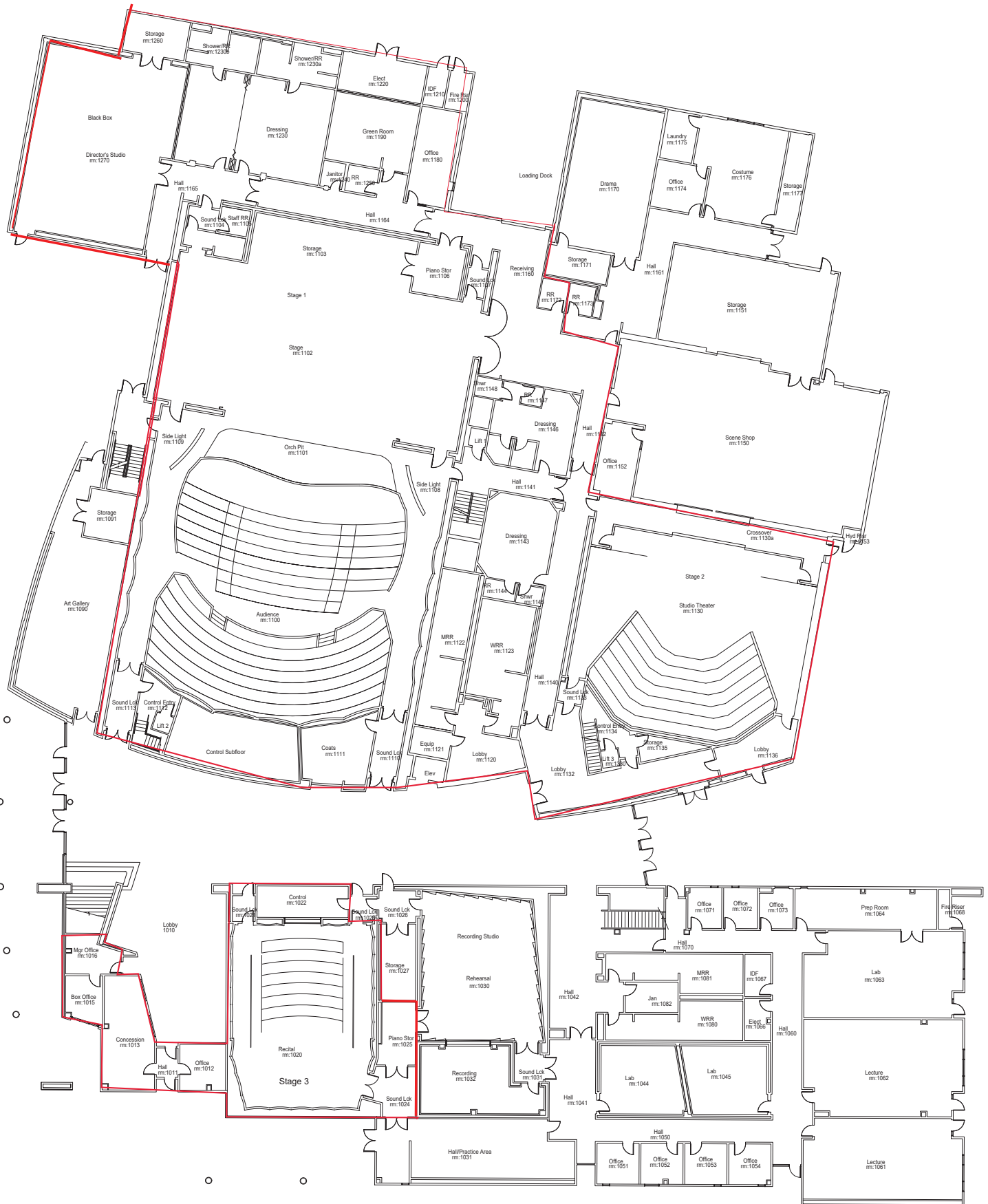




EXHIBIT G

Exhibit H

Acronyms:

1. USI = Ungerboeck event management system
2. AV = AudienceView ticketing software
3. HC = Harris Center personnel
4. BSO = BSO personnel
5. VPA = VP Administration
6. CP = College President
7. FA = Fiscal Analyst
8. AA = administrative assistant
9. VT = VenueTech

Assumptions

1. VT builds events in AV and USI.
2. Partner contracts produced in USI.
3. Per event settlements and reports created in USI
4. USI GL set up for VAPA model, cost of goods (event) sold
5. VenueTech to obtain sales and use tax account

Color Coding

Yellow shaded cell=Before event

Green shaded cell= After event

No shade=can be before or after or not relevant in terms of sequence with a show

Item	What	Tasks
1	Ticket, Fee, & Gift Card Revenue	VT Builds events in AV and USI VT Operates Box Office (call center, online and in person) VT and District receives daily report of revenue collected from ticketing system AudienceView (AV) VT transfers checks and cash to District (daily) VT reconciles checks, cash and credit card with AV reports District makes deposit to bank via armored car (bank) and reviews reconciliation, enters deposits into USI
2	Merchandise	Merchandise Settlements transferred from VT to District on day after event VT sends merchandise sold report to District in excel format VT transfers checks and cash to District VT reconciles checks, cash and credit card with merchandise sold report District makes deposit to bank via armored car (bank) and reviews reconciliation, enters deposits into USI Merchandise and vending commissions posted to event through journal entry
3	Rental Event Accounting	VT works with Rental Organization to ascertain needs VT provides rental organization quote and estimates VT collects deposit as necessary, includes in receivable's as notated in item 1 and 2 VT develops settlement VT invoices rental group on behalf of HC, as necessary and copies District, remittance to VT VT sends settlement report to Accountant
4	Presenting Event Accounting	Once a contract is approved, VT enters a USI requestions for a deposit check for the Presenting Artist Requisition approved by VT Exec. Director District produces PO, VPA approves and provides check District check signers are President and VPA. VT staff picks up check from District mails to artist/agent with tracking number
	Final Payment	VT reports on ticket sales just prior to event and submits requisition to District for check that must be handed to Artist or Agent day of event VT to calculate and track applicable federal withholding and all necessary forms Tax-withholding change: VT submits requisition based on new tax withholding received
5	Direct HC Expense - Purchase Order	VT completes HC requisition in USI VT Executive Director approves District produces PO and VPA approves District submits PO to vendor

<-permit/contract approval

<-contract approval

	<p>District receives vendor invoice and VT verifies receipt of goods and notifies District</p> <p>District vouchers invoice for payment</p> <p>District processes US Bank Card payments for purchases requiring CC payment</p>
6 Direct HC Expense - Blanket Purchase Order	<p>VT completes HC requisition in USI</p> <p>District produces PO and approves</p> <p>District or VT submits BPO to vendor, per VT preference</p> <p>VT places orders against BPO</p> <p>District receives vendor invoice and verifies receipt of good or services</p> <p>VT verifies receipt of good of services and communicates to District</p> <p>District vouchers invoice for payment</p> <p>District processes US Bank Card payments for purchases requiring CC payment</p>
7 Expense Reimbursement Process	<p>Note: Expenses are all expenses paid by VT to be reimbursed by HC</p> <p>VT sends invoice for revolving reimbursement, transaction list by date (excel format), and all receipt and backup documentation in excel format to FA on weekly basis</p> <p>District reconciles and initiates HC requisition</p> <p>District process requisition, approves, and produces check.</p> <p>Check sent to VT via mail</p>
8 VT Fee Payment and Labor Reimbursement	<p>VT sends invoice to District on monthly basis</p> <p>District reviews invoice and initiates HC requisitions</p> <p>District process invoice and submits for the next check run</p> <p>District sends check to VT</p>
Reporting	<p>VT provides custom fiscal reports to District</p> <p>USI event settlement confirmed which transfers ticket sales from deferred revenue to actual revenue for event type.</p> <p>VT to provide profit and loss by event</p>

This is an initial proposal is accounting very similar to it was done prior to Harris Center hibernating.
During the first year we expect to improve workflows.

End of Exhibit H

EXHIBIT H.1

Data Protection and Privacy Addendum

I. PROTECTED INFORMATION

VENUETECH acknowledges that its performance under this Agreement may involve access to DISTRICT confidential information including, but not limited to, personally-identifiable information, student records, protected health information, or individual financial information (collectively, “Confidential Information”) that is subject to state or federal law/rules restricting the use and disclosure of such information, including, but not limited to; the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); and the Payment Card Industry Data Security Standard . VENUETECH agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of such Confidential Information. VENUETECH agrees to include all of the terms and conditions contained in this Exhibit H.1 in all subcontractor contracts providing services under this Agreement. This requirement does not extend to Talent Contracts.

II. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF PROTECTED INFORMATION

VENUETECH agrees to hold the District’s Confidential Information, and any information derived from such information, in strictest confidence. VENUETECH shall not access, use or disclose Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the District, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, VENUETECH will notify the District in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give the District an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Recipient will cooperate with any efforts to obtain a protective order.

III. SAFEGUARD STANDARD

VENUETECH agrees to protect the privacy and security of DISTRICT data designated as Confidential Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information. VENUETECH shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Confidential Information. While VENUETECH has responsibility for the Confidential Information under the terms of this Agreement, VENUETECH shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

All facilities used to store and process Confidential Information will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less

protective than those used to secure VENUETECH's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

IV. BREACHES OF PROTECTED INFORMATION

Immediately upon discovery of a confirmed or suspected Breach, VENUETECH shall report both orally and in writing to the DISTRICT. In the event of a suspected Breach, VENUETECH shall keep the DISTRICT informed regularly of the progress of its investigation until the uncertainty is resolved.

Costs Arising from Breach OR from Systems Operated and Controlled by Venuetech. In the event of a Breach by VENUETECH or its staff or any data breach of a system operated and controlled by VENUETECH, VENUETECH agrees to comply with all state and federal laws relating to such data breach, promptly reimburse all costs to the DISTRICT arising from such data breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of DISTRICT personnel responding to breach, civil or criminal penalties levied against the DISTRICT, attorney's fees, court costs, etc. Any breach may be grounds for immediate termination of this Agreement by the DISTRICT.

V. TERMINATION

Upon termination, cancellation, expiration or other conclusion of the Agreement, VENUETECH shall return all Confidential Information to the DISTRICT or, if return is not feasible, destroy any and all Confidential Information. If the VENUETECH destroys the information, it shall provide the DISTRICT with a certificate confirming the date of destruction of the data.

VI. OTHER

This Agreement imposes no obligation on the VENUETECH Confidential Information or other confidential information that VENUETECH can establish by legally sufficient evidence: (a) was, prior to receipt from DISTRICT in the possession of, or rightfully known by VENUETECH, without an obligation to DISTRICT to maintain its confidentiality; (b) is or becomes generally known to the public or comes into the public domain without violation of this Agreement or without a violation of an obligation of confidentiality owed to the DISTRICT; or (c) is obtained by VENUETECH in good faith from a third party having the right to disclose it without an obligation of confidentiality to DISTRICT. For purposes of this Section, a disclosure of Confidential Information or other confidential information will not render the confidential information "generally known to the public" when the (i) disclosure is enjoined by the DISTRICT, (ii) disclosure is the subject of a written settlement agreement between DISTRICT and a third party resolving a dispute between DISTRICT and such third party as to the alleged wrongful disclosure of the confidential information, provided that such information remains confidential pursuant to the terms of the settlement, or (iii) any disclosing party is held liable to

DISTRICT for damages in an action alleging wrongful disclosure or misappropriation of the confidential information.

VENUETECH may provide access to and use of the Confidential Information only to those third parties that have a need to use and access the confidential information in the course of providing services to VENUETECH concerning operations of the CENTER under this Agreement and have agreed to non-disclosure obligations substantially similar to (but no less protective of confidential information) those contained herein. Disclosure of Confidential Information by any such third party will be deemed a breach by VENUETECH hereunder.

VENUETECH will not obtain, by virtue of this Agreement, any right, title, or interest in any confidential information of the DISTRICT, except as expressly provided herein.

ALL CONFIDENTIAL INFORMATION PROVIDED TO VENUETECH IS "AS-IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT.

LOS RIOS COMMUNITY COLLEGE DISTRICT - FACILITY USE PERMIT

Facility: FLC Date of Application:	Permit No. <u>HC-2</u>	Deposit: \$ _____
Name of Applicant: Title: Telephone: E-mail: Applicant's Address: Sponsoring Organization: Organization's Address: Org. Classification: Fed I.D. #	Facility Requested: Stage 1, Harris Center for the Arts Rental Fee: (See Attached Estimate) Specific Purpose of Use: Date(s) of Use: Hours: Time of Event: Estimated Attendance: Admission	

Permit Holder may use the above facilities only for the above stated purpose(s). Permit Holder is responsible for returning facility to its original condition and will be charged for extra clean-up and/or damages. The Permit Holder agrees that the District makes no representations or warranties as to the fitness and/or condition of the facilities which the Permit Holder is entitled to use, and Permit Holder agrees to take such property and facilities "as is." Permit Holder is responsible to ensure that the property and facilities are in proper and safe condition to be used for the purpose stated above. Permit Holder shall inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries or damage to property. Permit Holder shall refuse the use of facilities if unsatisfactory conditions are not rectified prior to scheduled use. Permit Holder must comply with all rules and regulations of the District as set down by the Board of Trustees including campus parking and other rules and regulations. Permit Holder may not assign any right or obligation under this Use Permit. This Permit shall be governed by the laws of the State of California excluding its choice of law rules. Venue for any litigation arising out of this permit shall be in the Superior Court of Sacramento County or the United States District Court for the Eastern District of California.

Insurance: An insurance certificate showing at least \$1,000,000 general liability coverage and naming “Los Rios Community College District” as the Certificate Holder must be provided to the campus no later than ten (10) working days before the Event. In addition, to the certificate, an additional insured endorsement for the policy must be provided naming the following as additional insured and waiving subrogation rights against such additional insureds:

"The Los Rios Community College District and the Los Rios Foundation, their trustees, officers, agents, members, employees, affiliates, consultants, sub consultants, volunteers, and representatives."

The provision of insurance hereunder shall not operate to limit Permit Holder's potential liability.

Indemnification: To the fullest extent permitted by law, the Permit Holder shall defend, indemnify, and save harmless the Los Rios Community College District and the Los Rios Foundation, their trustees, officers, agents, members, employees, affiliates, consultants, sub consultants, volunteers, and representatives, and each of them, ("Released Party") of and from any and all claims, demands, suits, causes of action, damages, penalties, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, or liability, property damage, personal injuries to (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death of persons, in law or in equity, of every kind and nature whatsoever which actually or allegedly arises out of, is related to or connected with the Event or this Use Permit, except to the extent caused by the gross negligence or intentional misconduct of such Release Party to be indemnified.

District furniture, apparatus, and/or equipment shall not be removed, altered, or displaced without permission from an authorized District employee. Permit Holder shall arrange for a meeting with the Harris Centers' Technical Director no later than 4 weeks prior to the event to set final staffing and technical requirements for Permit Holder's event.

FLC encourages recycling. Please use mixed recycle containers for all recyclable material (e.g., empty cans, bottles & clean paper).

Food: No food is to be sold or served to those attending an event without the express written consent of LRCCD.

ALL EMERGENCIES OR INCIDENTS ARE TO BE REPORTED TO COLLEGE POLICE at 558-2221.

When the buildings or grounds are used by groups, with participants that are less than 18 years of age, Permit Holder must furnish adult supervision. Eating and drinking is permitted only within designated areas. Smoking is prohibited in all buildings. Possession, sale or consumption of alcoholic beverages, or being under the influence of alcohol or drugs is prohibited on District property. Fire Department regulations prohibit the use of lighted candles, torches with open flame or fire of any type on District premises. Materials used for decorations shall be flameproof and must be removed from the facility after use.

Permit Holder may use the name of the College and its address in giving directions to the Event. District in its sole discretion shall have the right to approve of or reject any notices, flyers, posters, press releases, advertising copy, electronic media, and/or Internet websites and information utilized by Permit Holder to promote the Event.

Signed _____ Date _____
(Person Authorized to Sign for Organization)

This Permit may be revoked or changed for any reason without prior notice. Also, failure to comply with the terms of this permit, any relevant policy, regulation or law shall result in revocation of the permit. Upon revocation, District shall not be liable to Permit Holder for any direct or indirect damages, consequential or incidental damages, including loss of revenue or profits. Permit Holder will be notified of revocation by telephone.

FacilityClearance	Date
-------------------	------

Approved _____ Date _____

(Administrator or Designee)

End of Agreement

Date: 06/07/2022

To: Purchasing Supervisor

From: Augustine Chavez

re: Unauthorized Purchase

Description of purchase: Venue management services for the Harris Center of the ARTs

Why purchase was made prior to purchase order being issued: We had several critical transitions within a short amount of time. We had two staff who the only ones who worked on Harris Center business services retire on the same day, 12/31/2022. We went through a RFP process to identify a new vendor to operate the Harris Center of the arts. After several months of negotiation we selected a vendor. We simply lost track of creating a PO after the contract was signed. Work commenced once the RFP contract was signed.

Who approved the purchase: Augustine Chavez

Actions taken to mitigate future unauthorized purchase: FLC will seek Purchasing training for requisitions that are generated from RFP's from DO Purchasing Office

Signature

Date

2269 Chestnut Street #960
San Francisco, CA 94123



Date
5/5/2022

P.O. #	Invoice #
	20183423

Description	Amount
Annual Research Reimbursement Fee: 2022	6,000.00
Total	\$6,000.00

2269 Chestnut Street #960
San Francisco, CA 94123



Invoice

Bill To
Augustine Chavez Vice President, Administration Folsom Lake College 10 College Parkway Folsom, CA 95630

Date
5/5/2022

P.O. #	Invoice #
	20183419

[illegible]

2269 Chestnut Street #960
San Francisco, CA 94123



Bill To
Augustine Chavez Vice President, Administration Folsom Lake College 10 College Parkway Folsom, CA 95630

Date
5/5/2022

P.O. #	Invoice #
	20183420

[illegible]

2269 Chestnut Street #960
San Francisco, CA 94123

[illegible]

2269 Chestnut Street #960
San Francisco, CA 94123



Date
5/5/2022

P.O. #	Invoice #
	20183422

[illegible]

2269 Chestnut Street #960
San Francisco, CA 94123



Bill To
Augustine Chavez Vice President, Administration Folsom Lake College 10 College Parkway Folsom, CA 95630

Date

5/26/2022

P.O. No.

□

Invoice #

20183427

[illegible]

DEPARTMENT SUMMARY

0085 0085-XB60 Venue Tech Management Group

HOURS (cont.)							EARNINGS (cont.)								
CHECK DATE	REG	OT	VAC	HOL	SICK	ALL OTHER HOURS	REG	OT	VAC	HOL	SICK	BONUS	COMM	ALL OTHER EARNINGS	TOTAL
**** 1010 FOLSOM-HOUSE															
05/13/22	160.75						2,750.50								2,750.50
05/31/22	292.00	25.50					5,953.50	1,117.50							7,071.00
MTD (MAY)	452.75	25.50					8,704.00	1,117.50							9,821.50
QTD (Q2)	452.75	25.50					8,704.00	1,117.50							9,821.50
YTD (2022)	452.75	25.50					8,704.00	1,117.50							9,821.50
**** 1020 FOLSOM-TECH															
05/13/22	310.75	7.00					7,575.00	268.50							7,843.50
05/31/22	1,292.75	582.75					27,075.75	20,405.75							47,481.50
MTD (MAY)	1,603.50	589.75					34,650.75	20,674.25							55,325.00
QTD (Q2)	1,624.50	589.75					35,150.75	20,674.25							55,825.00
YTD (2022)	1,624.50	589.75					35,150.75	20,674.25							55,825.00

2269 Chestnut Street #960
San Francisco, CA 94123



Bill To
Augustine Chavez Vice President, Administration Folsom Lake College 10 College Parkway Folsom, CA 95630

Date	P.O. No.	Invoice #
5/26/2022		20183433

[illegible]

DEPARTMENT SUMMARY

0085 0085-XB60 Venue Tech Management Group

HOURS (cont.)							EARNINGS (cont.)								
CHECK DATE	REG	OT	VAC	HOL	SICK	ALL OTHER HOURS	REG	OT	VAC	HOL	SICK	BONUS	COMM	ALL OTHER EARNINGS	TOTAL
**** 1020 FOLSOM-TECH															
04/29/22	21.00						500.00								500.00
MTD (APR)	21.00						500.00								500.00
QTD (Q2)	21.00						500.00								500.00
YTD (2022)	21.00						500.00								500.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2022

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 have **ADDITIONAL INSURED** provisions or 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 (PT) Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma CA 94952	CONTACT NAME: PHONE (A/C, No, Ext): 707-781-3400 FAX (A/C, No): 707-781-0800 E-MAIL ADDRESS:														
License#: 0564249 VENUMAN-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Everest National Insurance Company</td> <td style="text-align: center;">10120</td> </tr> <tr> <td>INSURER B: Navigators Insurance Company</td> <td style="text-align: center;">42307</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest National Insurance Company	10120	INSURER B: Navigators Insurance Company	42307	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Navigators Insurance Company	42307														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1892579060 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY			Y	Y	SI8ML02351211	9/25/2021	9/25/2022	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
										MED EXP (Any one person)	\$ 10,000
										PERSONAL & ADV INJURY	\$ 1,000,000
										GENERAL AGGREGATE	\$ 2,000,000
										PRODUCTS - COMP/OP AGG	\$
											\$
A	AUTOMOBILE LIABILITY					SI8ML02351211	9/25/2021	9/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		ANY AUTO							BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY		SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
										\$	
A	X	UMBRELLA LIAB		X	OCCUR		SI8EX01798211	9/25/2021	9/25/2022	EACH OCCURRENCE	\$ 1,000,000
		EXCESS LIAB			CLAIMS-MADE					AGGREGATE	\$ 1,000,000
		DED		RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N				N / A				PER STATUTE	OTH-ER	
									E.L. EACH ACCIDENT	\$	
									E.L. DISEASE - EA EMPLOYEE	\$	
									E.L. DISEASE - POLICY LIMIT	\$	
B	Professional Liability					CE21MPL61114IC	7/1/2021	7/1/2022	Per Claim/ Aggregate	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Los Rios Community College District and its Folsom Lake College, and its trustees, officers, agents and employees are named as additional insured on all policies.

Re: As Per Contract or Agreement on File with Insured.

CERTIFICATE HOLDER Los Rios Community College District Attn: Jake Knapp, District General Counsel 1919 Spanos Court Sacramento, CA 95825	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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

Coverage Applicable	Enhancement
Non-Owned Watercraft	Less Than 50 Feet
Supplementary Payments – Bail Bonds	\$1,000
Supplementary Payments – Loss Of Earnings	\$500 per day
Newly Acquired Organizations – Extended Coverage	180 days
Subsidiaries As Insureds	Included
Fire Damage To Premises Rented To You	\$500,000
Notice To Company – Duties In The Event Of Occurrence, Claim Or Suit	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Waiver Of Subrogation	Broadened
Amendment to Bodily Injury Definition	Broadened

A. Non-Owned Watercraft

Paragraph **g.(2)** under Paragraph **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

B. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A And B of Section I – Coverages** are replaced by the following:

- b.** Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

C. Newly Acquired Organizations – Extended Coverage

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Subsidiaries As Insureds

The following is added to **Section II – Who Is An Insured**:

- 4.** Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:
 - a.** If it is a partnership, joint venture or limited liability company;
 - b.** If there is other similar insurance available to it;

- c. If there is other similar insurance that would be available to it, but for the termination of the insurance or the exhaustion of its limits of insurance; or
- d. After you cease to own a financial interest of more than 50%.

E. Fire Damage To Premises Rented To You – Increased Limits

Paragraph 6. under **Section III – Limits of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations.

F. Notice To Company

The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

- e. Your failure to first notify us of a claim will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you must report any such “occurrence” to us within a reasonable time once you become aware of such error.

G. Unintentional Failure To Disclose Hazards

Condition 6. **Representations** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations you intend to be covered by this Coverage Part, will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

H. Waiver Of Subrogation

The following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or “your work” done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the “occurrence”.

I. Amendment to Bodily Injury Definition

Paragraph 3. Of **Section V. – Definitions** is replaced by the following:

- 3. “Bodily injury” means bodily injury, sickness, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time. However, “bodily injury” does not include injury arising out of the offenses designated in the definition of “personal and advertising injury”.

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.