

## AGREEMENT FOR ON-CAMPUS EVENTS ON BEHALF OF ASSOCIATED STUDENT BODY

This Agreement for On-Campus Events on Behalf of Associated Student Body ("Agreement") is made effective as of 9/5/19 ("Effective Date"), by and between the William S. Hart Union High School District ("District"), a public school district organized and existing under State of California ("State") law, and acting on behalf of the Associated Student Body ("ASB") of Bowman High School ("ASB"), and Hayashi Events & Inspirations, Inc. ("Vendor"), a (n) "S" Corporation. The District and the Vendor may be referred to herein individually as "Party" and collectively as the "Parties."

### RECITALS

A. The ASB desires to obtain the services of the Vendor for purposes of the event or other activity(ies) described in Exhibit "A" attached to this Agreement ("Event").

B. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions regarding the Event.

Now, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

### AGREEMENT

#### PART 1: SCOPE, TIMING, AND COMPENSATION FOR VENDOR SERVICES

**Section 1.1 Scope of Services.** The scope of the services to be performed by the Vendor under this Agreement ("Scope of Services") is set forth in Exhibit "B" attached to this Agreement.

**Section 1.2 Time for Completion.** Time is of the essence with respect to this Agreement and the performance by the Vendor of each of its obligations under this Agreement. The Vendor shall hold the Events and/or complete the Scope of Services required under this Agreement not later than the date(s) provided in Exhibits A and/or B to this Agreement.

**Section 1.3 Compensation.** The District shall pay to the Vendor, in exchange for the Event and/or satisfactory performance by the Vendor of the Scope of Services required under this Agreement such all-inclusive compensation as is specified in Exhibit "C" attached to this Agreement. The District shall pay undisputed invoices within thirty (30) days of receipt from the Vendor. The District may, within fifteen (15) days of receipt of a payment request from Vendor, reasonably request additional information and supporting documentation, in which case the District's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes the Vendor to submit such information and/or documentation.

#### PART 2: VENDOR STATUS AND ADMINISTRATION OF AGREEMENT

**Section 2.1 Independent Contractor.** The Vendor is, for all purposes related to this Agreement, an independent contractor to the District. Neither the Vendor nor any of its officers, employees, or agents, shall be deemed or construed to be an officer, employee, or agent of the District because of this Agreement. The Vendor shall at all times conduct its activities in a manner consistent

BO-Leadership Training-Hayashi Events & Inspirations-09/20/19

with its independent contractor status, and, except as provided in this Agreement, the Vendor shall have the right to determine the methods, means, and mechanisms by which it shall perform the Scope of Services. The Vendor shall not allow or permit any third-party person or entity to continue in any apparent belief that the Vendor, or any of its officers, employees, or agents, is a District officer, employee, or agent. The Vendor shall be responsible for ensuring compliance with all laws related to its employees including, without limitation, workers' compensation. The Vendor's compensation under this Agreement shall not be increased because of any costs incurred by Vendor that are attributable to such compliance hereunder.

**Section 2.2 Criminal-History Background Checks.** If the District determines that there might be more than limited contact between any Vendor personnel and any District student, at any time that this Agreement is operative, the District has sole discretion to require the Vendor to comply with Education Code Section 45125.1, regardless of whether such statute is applicable. In such event, the Vendor shall, at its sole cost and expense and without additional compensation from the District, comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of the Vendor's officers, employees, agents, or other representatives who will or might have contact with District students.

**Section 2.3 Prohibited Interests.** Vendor agrees to sign the Noncollusion Declaration attached hereto as Exhibit "D" before or concurrent with the Effective Date.

**Section 2.4 Vendor Capability.** The Vendor represents and warrants that: (i) it has all the licenses required by law to enter into this Agreement and/or perform the Scope of Services; and (ii) it has sufficient financial, personnel, and other resources to adequately and timely perform the Scope of Services. Upon the District's request (including the request of the main chaperone at any Event), the Vendor shall remove from the Event site, and prevent from performing any of the Scope of Services, any person whom the District (or main chaperone) determines is not performing the Scope of Services in a reasonable manner or is a threat to the safety of any person(s) or property. The Vendor shall not thereafter allow such person to perform any of the Scope of Services.

**Section 2.5 Required Standard of Care.** The Vendor shall perform or cause to be performed all Events/Scope of Services using a level of care that is not less than the reasonable level of care employed by other vendors providing similar services within the State in similar circumstances, and considering the District's goals and any facilities, financial, or other constraints or parameters described to the Vendor either before or after the Effective Date. This Section shall include, but not be limited to, using a reasonable level care in setting up equipment, bounce houses or "jumpers," generators, staging, lighting, rigging, or any other items, property, or facilities. Vendor hereby warrants and represents that all property, facilities, equipment, or any other item used in or for the Event/Scope of Services has been kept in good repair and properly maintained for its intended use. If applicable, this Section contemplates, but is not limited to, using a reasonable standard of care regarding food/beverage cleanliness, preparation, handling, and/or service. If applicable, this Section also contemplates, but is not limited to, using a reasonable standard of care regarding the housing, transportation, caring for, handling, and/or feeding of animals, including, without limitation, ensuring that animals are free from disease and/or that venomous animals are properly handled and secured in appropriate cages.

**Section 2.6 Compliance with Law.** The Vendor shall perform the Scope of Services in compliance with all applicable federal, State and local laws, regulations, ordinances and other governmental requirements (collectively "Laws"). If applicable, this Section contemplates, but is not limited to, compliance with all Laws regarding the setting up equipment, bounce houses or "jumpers," generators, staging, lighting, rigging, or any other items, property, or facilities. If applicable, this Section contemplates, but is not limited to, compliance with all Laws regarding food/beverage cleanliness, preparation, handling, and/or service. If applicable, this Section also contemplates, but is not limited to, compliance with all Laws regarding the housing, transportation, caring for, handling, and/or feeding of animals.

**Section 2.7 Compliance with District Policies.** The Vendor shall comply with the District's policies, which may be found on the website <http://www.gamutonline.net/district/whart/>, including, but not limited to, policies involving: (i) the prohibition of discrimination/harassment in District programs and activities; and (ii) the prohibition of weapons, cannabis, tobacco, nicotine/cannabis/thc-delivery products (e.g. "vape pens," etc.), alcohol, and other drugs on District property. Vendor, or its officers/employees, shall be appropriately dressed given that he/she will be in the presence of children.

**Section 2.8 Vendor Records.** The Vendor shall prepare and maintain, using generally-accepted accounting principles, all financial and other records involving this Agreement and the Scope of Services, as appropriate or required by law ("Vendor Records"). Under Government Code Section 8546.7, the State Auditor may, for a period of three years following final payment hereunder, review, audit and/or copy the records of the Parties regarding each contract expending public funds in excess of \$10,000. The District and governmental entities with competent jurisdiction also shall have an independent right under this Agreement, for a period of four years after final payment hereunder, to review, audit, and/or copy the Vendor Records. The Vendor Records shall be available for inspection by the District, the State, and any governmental entity with competent jurisdiction, at all reasonable times during the four-year period after the final payment under this Agreement. Despite the foregoing, if the District or any governmental entity commences, but does not complete, an audit within such four-year period, the Vendor shall maintain the Vendor Records until the completion of such audit.

**Section 2.9 District rentals.** If the Event/Scope of Services includes the District's rental of any equipment, materials, or supplies, the District shall be responsible for damage caused to the items during the rental period, reasonable wear and tear excepted, and/or the loss of any items rented by the District wherein the loss was caused by the District or by District officers, employees, students, or parents for whom the District is responsible. The District shall use each rental item for the purpose for which it was designed and in a good and careful manner. The District shall comply with any manufacturer's requirements and recommendations for the rental items, if provided to the District, and comply with applicable laws, including environmental and copyright laws.

### **PART 3: VENDOR INSURANCE**

**Section 3.1 Required Insurance.** Before commencing any of the Scope of Services, the Vendor shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following insurance policies:

- (i) **General Liability Insurance.** A commercial general liability insurance policy, written on an "occurrence" basis, providing coverage of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage ("General Liability Policy"). The General Liability Policy shall include a separate endorsement naming the District, its officers, agents and employees as

additional insureds. The General Liability Policy shall include coverage for the contractual liability assumed by the Vendor under this Agreement.

- (ii) **Vehicle Liability Insurance.** A business vehicle liability insurance policy, written on an "occurrence" basis, with a combined single limit of at least \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.
- (iii) **Workers' Compensation Insurance.** Workers' compensation insurance as required by State law and employer's liability insurance with coverage of at least \$1,000,000. Notwithstanding the insurer rating standards in this Agreement, coverage provided by the State Compensation Insurance Fund satisfies such insurer rating standards.

**Section 3.2 Duration of Insurance.** Except as provided in this Agreement regarding insurance written on a "claims made" basis, the Vendor shall keep the required insurance policies in effect until the date that is two months following final payment to the Vendor under this Agreement.

**Section 3.3 Additional Insureds.** The District, the District Board and each individual member thereof, and the District's other officers, employees, and agents, shall all be named as additional insureds, to the extent of the Vendor's acts and omissions in connection with this Agreement, on all insurance policies required by this Agreement, excepting the workers' compensation insurance.

**Section 3.4 Vendor's Insurance is Primary.** To the extent permitted by law, the Vendor's insurance policies under this Agreement shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District, the District Board, or individual members thereof, or the District's other officers, employees, or agents. The General Liability Policy and the Vehicle Liability Policy shall be endorsed to provide that they are so primary and non-contributory.

**Section 3.5 Evidence of Coverage.** Before commencing the Scope of Services, the Vendor shall provide to the District duly-authorized and executed certificates of insurance for the insurance policies required under this Agreement (each a "Certificate of Insurance"), together with a copy of each required endorsement. As applicable, the Certificates of Insurance shall identify all required additional insureds.

#### **PART 4: INDEMNIFICATION BY VENDOR**

**Section 4.1 General Requirement.** To the maximum extent authorized by law, the Vendor shall defend, indemnify and hold-harmless the District, the Governing Board and each member thereof, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, reasonable attorney's fees, expenses, and other liabilities of any nature arising from or directly or indirectly relating to: (1) the performance of the Scope of Services by Vendor or anyone working under or for the Vendor; (2) actual or alleged negligence, recklessness, or willful misconduct by Vendor or anyone working under or for the Vendor; and/or (3) the performance of this Agreement by Vendor or anyone working under or for the Vendor. Any defense of the District and/or District Agents shall be by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Vendor at its sole cost. The Vendor's obligations under this Section shall survive the expiration or termination of this Agreement.

**Section 4.2 Limitation on Vendor Obligations.** The Vendor shall not be obligated under this Part 4 to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful misconduct of the District or any District Agent. In each such event, the Parties shall be responsible and liable on a comparative basis.

**Section 4.3 District Settlement of Disputes.** Without jeopardizing or compromising any of its rights under this Agreement, or as are available under the law, the District may settle any claim, demand, action, or other legal proceeding brought against the District or District Agents on terms the District Board reasonably determines to be in the District's best interests. The District shall not have any right to settle any claim, demand, action, or other legal proceeding brought against the Vendor. Before settling, the District shall attempt to obtain the Vendor's consent to each such settlement, and the Vendor shall not unreasonably deny, delay, or condition its approval. If the Parties cannot agree on the terms for settlement of any dispute, with the result that the Vendor does not consent to the settlement, the District may nonetheless settle the dispute.

**Section 4.4 Payment of Costs.** The Vendor shall reimburse the District for, or upon the District's request Vendor shall directly pay, any costs, expenses, attorney's fees, penalties, judgments, settlements, and other amounts paid or owed by the District that are payable by the Vendor under the indemnity provisions of this Agreement. The Vendor shall pay each such amount when such amount is due or within thirty days of receipt of a written invoice from the District. Any late payments by the Vendor shall accrue interest at the maximum legal rate.

**Section 4.5 Insurance Not a Limitation.** The Vendor's obligations under this Part 4 shall not be deemed to be: (i) conditioned upon, or in any manner limited by, the any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

**Section 4.6 Survival of Obligations.** For all acts, omissions, or incidents occurring before termination of this Agreement, the Vendor's obligations under this Part 4 shall survive termination of this Agreement.

**Section 4.7 Attorney's Fees.** Notwithstanding anything to the contrary, no person, entity, or party, including but not limited to the District and the Vendor, shall be allowed to recover attorney's fees that are incurred to enforce or defend this Contract.

## **PART 5: TERMINATION OF AGREEMENT AND VENDOR SERVICES**

**Section 5.1 Termination Due to Expiration or Completion.** This Agreement shall terminate upon completion of the Event/Scope of Services and final payment by the District to the Vendor.

**Section 5.2 District Termination for Breach of Warranties.** If the District determines at any time that any of the Vendor's representations and/or warranties in this Agreement are untrue or incorrect, the District shall have the right to terminate this Agreement immediately and without liability (including, without limitation, any liability for paying any further compensation to the Vendor), and the Vendor shall be liable to the District for all costs, expenses and damages arising therefrom. The Vendor's representations and warranties under this Agreement shall survive termination of this Agreement.

**Section 5.3 District Termination.** Notwithstanding anything to the contrary, the District shall have the sole right to terminate this Agreement without cause and for any reason.

## **PART 6: INTERPRETATION OF AGREEMENT**

**Section 6.1 Fair and Reasonable Interpretations.** Before execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. The provisions of this Agreement, therefore, shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was responsible for drafting this Agreement or any particular provision herein.

**Section 6.2 Headings and Captions.** The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed to establish, define, or limit the meaning of any Part, Section or other provision.

**Section 6.3 Recitals and Exhibits.** Each Recital contained herein and each Exhibit referenced herein and attached hereto is incorporated as an effective and operative provision of this Agreement.

**Section 6.4 Meaning of "Days."** Except as expressly otherwise provided in this Agreement, each reference in this Agreement to a specific number of days shall mean consecutive calendar days, not business days.

**Section 6.5 Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties regarding the Event and the Scope of Services, and all prior and contemporaneous agreements, representations, and understandings of the Parties relating to such subject matters, whether oral or written, are hereby superseded and replaced.

**Section 6.6 Modifications of Agreement.** This Agreement may be modified only by means of duly-approved written agreement executed and delivered by both Parties.

**Section 6.7 Waiver.** A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and executed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived per this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party regarding such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

**Section 6.8 Governing Law and Venue.** This Agreement shall be governed by and interpreted per the laws of the State. Any action, arbitration, or other proceeding arising from this Agreement shall be initiated and conducted only in the County of Los Angeles, California.

**Section 6.9 Correct Legal Requirements Deemed Included.** Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly

included herein, then, upon request of either Party, this Agreement shall be amended to include or incorporate, or to correctly include or incorporate, such provision.

**Section 6.10 Severability.** If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement.

Likewise, if a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

**Section 6.11 Successors and Assigns.** The Vendor may not assign this Agreement without the prior written consent of the District, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

**Section 6.12 No Third-Party Beneficiaries.** The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action, or other proceeding by any third party.

**Section 6.13 Agreement is Public Record.** Notwithstanding anything to the contrary: (i) nothing in this Agreement shall be deemed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose per State law or otherwise.

*(The remainder of this page intentionally left blank.)*

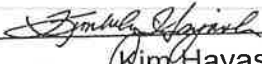
**PART 7: EXECUTION OF AGREEMENT**

**Section 7.1 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.

**Section 7.2 Due Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.


**IN WITNESS WHEREOF,** the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

**[VENDOR]** Hayashi Events & Inspirations, Inc.

By:   
Print Name: Kim Hayashi  
Title: Owner  
Fed. Tax ID No: 45-1724893  
Email: jayne@leadershipinspirations.

Date Signed: 9/5/19

**William S. Hart Union High School District**

By:   
Print Name: Ralph Peschek  
Title: Chief Financial Officer  
Email: rpeschek@hartdistrict.org

Date Signed: 9/10/19



**EXHIBIT "A"**  
**Description of Event**

Provide four (4) hours of a leadership development program on 9/20/19  
Up to 40 students are allowed. Includes 1 hour set up and clean up time.

Leadership retreat:

Four (4) hour program, "We're Better Together"

Two (2) Leadership Coaches

Handouts and supplies for the program

☒

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**EXHIBIT "C"**  
**Vendor Compensation**

(A) Vendor Fee (Check the boxes as applicable):

In exchange for satisfactory performance of the Event and/or Scope of Services, the District shall pay to the Vendor the compensation set forth below, which shall be all-inclusive, full and final compensation to the Vendor for the Scope of Services provided, and shall include any and all overhead, profit, and other amounts potentially payable to Vendor for the specified Scope of Services:

- ☒ Lump sum of \$ 1650.00 to be paid as follow: \_\_\_\_\_  
\_\_\_\_\_  
☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "D"**  
**Noncollusion Declaration**

Event : Leadership Training at Bowman on 9/20/19

Vendor: Hayashi Events & Inspirations, Inc.

The undersigned hereby declares:

I, Kim Hayashi (insert name) am the Owner  
(insert position/title) for the Vendor.

I represent and warrant that: (i) Vendor has not employed or retained any company or person (excepting any bona fide employee working solely for Vendor) to solicit or otherwise cause the District to enter into the Agreement for On-Campus Events on Behalf of Associated Student Body ("Agreement"); (ii) Vendor has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Vendor), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into the Agreement; and (iii) to the Vendor's knowledge, the making of the Agreement shall not result in any person having any conflict of interests under Government Code Section 1090, the California Political Reform Act (Government Code Section 87100 et seq.), or other California law, including the common law.

I hereby represent that I have the full power to execute, and do execute, this declaration on behalf of the Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/05/19 [date], at Yorba Linda [city], California [state].

Representative Printed Name: Kimberly Hayashi

Representative Signature:



Date Signed:

9/5/19

Leadership Inspirations ("LI") and Bowman High School ("Client") have assigned LI to provide a six hour customized leadership development program on a date to be determined at Bowman High School.

### Event Information

**Date(s)** TBD

**Location** Bowman High School  
Address: 21508 Centre Pointe Pkwy. Santa Clarita, CA 91350

**Time** TBD  
\*\*includes 1 hour set up and clean up time

**Attendees** Up to 40 students

*[based on a four hour day - increased timing may be subject to additional fees and must be agreed upon by both parties in writing]*

### Fee Schedule

Leadership Retreat \$ 1,650.00

- Four (4) hour program, "We're Better Together"
- Two (2) Leadership Coaches
- Handouts & Supplies for program

*\*Does not include meals*

*\*\*Contracted program time is the total amount of time Leadership Inspirations staff will be on site. This includes any meal times or breaks*

**TOTAL**

**\$ 1,650.00**

\_\_\_\_\_  
Initials

A deposit of **\$825.00** is due upon signing of the contract. The final balance will be paid in one (1) payment due on or before **May 31, 2019**. Any additional items added will be invoiced prior to the event date and final payment will be due prior to or on the scheduled event date.

\_\_\_\_\_  
Initials

**\*\* Please make all checks payable to Leadership Inspirations \*\***  
PO Box 696, Yorba Linda, CA 92885



**LEADERSHIP  
INSPIRATIONS**

Client has reviewed the Contract presented by Consultant and agree to hire said Consultant for the services and fees described in the proposal. Client understands that the fee schedule provided is subject to change throughout the project term and are not to be construed as final costs. [Final costs will not exceed the amount listed in this proposal unless agreed upon in writing by both parties]

Insurance: Hayashi Events and Inspirations, DBA Leadership Inspirations, carries \$1,000,000.00 liability insurance and strongly recommends Client secures and retains liability insurance for this event.

Cancellation Policy: In the event of a cancellation by the Client, the amount paid to date is non-refundable. In consideration for the time lost, costs and expenses, opportunity costs, and other immeasurable damages, if a written cancellation notice is received less than 90 days prior to the scheduled event, the Client shall pay to Hayashi Events and Inspirations, DBA Leadership Inspirations, \$825.00.

Force Majeure: Neither Hayashi Events and Inspirations, DBA Leadership Inspirations, or the Client shall be responsible for any losses or damage resulting from their respective non-fulfillment of the terms of this Agreement if such non-fulfillment resulted in whole or part from war, fire, flood, labor troubles, strike, riot, act of governmental authority, acts of God, or other similar contingencies beyond the reasonable control of either of the parties interfering with the performance of the obligations of such party.

Hold Harmless: Hayashi Events and Inspirations, DBA Leadership Inspirations, its employees and independent contractors shall not be held responsible or liable for any injury, loss, delay, accident or damages to the Client, its agents or guests, either in person or in property, caused through negligence of any individual or company, or by the actions of the Client, Host, Vendors or Guests at the location.

Indemnification: Client agrees to indemnify Hayashi Events and Inspirations, DBA Leadership inspirations, its employees and independent contractors from and against the costs and expenses of any and all claims, demands, causes of action and judgments relating to the subjects of this agreement from the Client, its agents or guests.

Entire Agreement: This written Agreement is the entire Agreement among the Parties. No other promises, representations, inducements, understandings, contracts, agreements, or commitments, written or oral, exist among the Parties. In addition, the Parties declare that all terms of this Agreement are contractual and not mere recitals, despite any headings listed as such. This Agreement applies to, inures to the benefit of, and binds all Parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Although the Parties may be involved in negotiations with third parties, any agreements made with third parties have no effect on either Party's rights and duties under this Agreement, and any third party agreements do not bind any non-signing Party to that agreement.

Amendment: This Agreement shall only be amended by a written amendment signed by the Parties to be bound. Any additional expenses arising from the changes at the Client's request will be paid by the Client.

Severability: If any part of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, the remaining sections of this Agreement shall remain in full force and effect.

Counterparts: It is understood and agreed that this Agreement may be signed in several counterparts, each of which shall be deemed to be an original, although each may be differently formatted with different pagination due to email or facsimile formatting, but all of which taken together shall constitute one and the same document.

Original and Copies: Upon execution of this Agreement, the original counterparts for all Parties shall be maintained by Hayashi Events and Inspirations, DBA Leadership Inspirations, and the Client will receive a copy.

Integration & Understanding: The Parties declare, warrant, and represent this Agreement is the entire agreement and understanding between the Parties, that no inducements, promises, understandings, or agreements not contained in this Agreement have been made to them, and that all the terms and conditions contained herein are contractual. Prior warranties, representations, agreements, understandings, contracts, and other commitments, whether written or oral, are either waived by the Parties herein or are merged into this Agreement. **If applicable, however, each attendee will be required to sign and return applicable waivers to participate in activities.**

Governing Law: This Agreement has been drafted in Orange County, California, and executed in the State of California, and shall be governed by, construed and enforced in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be brought in Orange County.

~~DO NOT SIGN~~

\_\_\_\_\_  
April Soria - Bowman High School Date \_\_\_\_\_

~~For attachment purposes only~~

\_\_\_\_\_  
Kim Hayashi - Leadership Inspirations Date \_\_\_\_\_

*Please initial the bottom of the fee schedule and return a signed copy with the deposit.  
We look forward to working with you!*



**LEADERSHIP  
INSPIRATIONS**