


APPENDIX A
LOW RISK AGREEMENT EXAMPLE
(See Legal Website for Updated
Template)

 A L A M O C O L L E G E S D I S T R I C T	LOW-RISK SERVICES AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND DJ Bravo _
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This Agreement is entered into by and between Alamo Community College District, a political subdivision of the State of Texas (“Alamo Colleges District”) and **DJ Bravo _** (“Contractor”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, Alamo Colleges District is a public junior college district comprised of district services offices and five colleges, San Antonio College, St. Philip’s College, Palo Alto College, Northwest Vista College, and Northeast Lakeview College; and

WHEREAS, Alamo Colleges District wants to obtain the services described as “Project” at **Exhibit A** hereto for Palo Alto College; and

WHEREAS, Contractor specializes in such services and desires to provide such services to Alamo Colleges District.

NOW THEREFORE, in consideration of the mutual covenants set forth herein below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Alamo Colleges District and Contractor hereby agree as follows:

1. DEFINED TERMS.

1.1 “Project” has the meaning defined in **Exhibit A** hereto. The Contractor hereby agrees to furnish the services specified in **Exhibit A**

1.2 “Project Coordinator” means the employee of Alamo Colleges District designated in **Exhibit A** hereto who will manage the relationship between Alamo Colleges District and Contractor. The designated employee will be knowledgeable of the Project and be experienced in managing projects similar to the one established herein.

2. PROJECT OBJECTIVE(S) AND SCOPE.

The Project objective and scope is defined in **Exhibit A**. The Contractor hereby agrees to furnish the services specified on **Exhibit A**.

3. PROJECT DELIVERABLES.

Contractor’s Project deliverables are set forth in **Exhibit A**. If Contractor employs or acts as booking agent for a particular person who is to perform the services (“Performer”), the name of the person providing the services must be specified at **Exhibit A**. **Completion of Exhibit B: Verification of Independent Contractor Status is mandatory if the Contractor is an individual.**

4. **SUPPLEMENTAL DELIVERABLES OR RATE CHANGES.** Additional services resulting from project modifications or changes will be performed at Contractor's discretion with Alamo Colleges District's written approval and will be invoiced at the then-current Contractor service rates.
5. **ACCESS.** The Parties agree to grant one another, their employees and agents assigned to the Project reasonable access to appropriate portions of one another's facilities to the extent reasonably necessary to perform their obligations under this Agreement.
6. **COMMUNICATION.** The Parties agree to communicate in furtherance of the Project, including but not limited to setting mutually agreed upon hours in which Alamo Colleges District and Contractor will perform the Project Deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Project.
7. **POLICIES.** The Parties agree to advise one another, and their respective employee(s) assigned to the Project, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.
8. **COMPLIANCE.**
 - 8.1 **Applicable Law; FERPA.** CONTRACTOR agrees to comply with all applicable law, including, without limitation, to ensure that its activities hereunder do not cause ALAMO COLLEGES DISTRICT to fail to comply with all applicable federal statutes and regulations, including, without limitation, the Family Educational Rights and Privacy Act, 20 United States Code 1232g, 34 CFR Part 99 ("FERPA"). Any exchange by the parties of student record information protected by FERPA (which includes information generated by Contractor for inclusion in a student record) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, to refrain from any re-disclosure except in compliance with 34 CFR 99.3 and either with the specific written permission of Alamo Colleges District, or in strict compliance with any explicit permission granted to Contractor in the Agreement or separately by the eligible student, and to require the return or certified secure destruction by Contractor of all such information, including any copies that may reside in system backups, temporary files, or other storage media, as soon as the intended purpose for such disclosure ends. Contractor agrees to immediately report any and all Alamo Colleges District student record data security breaches via electronic mail directly to the appropriate Alamo Colleges District personnel.
 - 8.2 **Non-Discrimination.** Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility.
 - 8.3 **Licenses, Permits, Taxes and Fees.** Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance

of this Agreement.

8.4 Covenants Pertaining to Any Contractor Employees Working at Alamo Colleges District

Premises. Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges District's premises on a regular basis. Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act ("FLSA") and the Immigration Reform and Control Act of 1986. Contractor agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing for reasonable cause during employment, complying with all applicable requirements, including obtaining the worker's authorization. Contractor represents and warrants that any worker it assigns to the Project shall have passed the criminal background check and any drug testing conducted. Contractor agrees to certify in writing at the request of Alamo Colleges District its compliance with any of its obligations in this Agreement.

8.5 Data Security and Notification. Contractor's performance under this Agreement may include access to and review of confidential, personally identifying information about Alamo Colleges District's employees, students, and/or vendors. Contractor agrees to use best practices to maintain data security to prevent identity theft, and to promptly report in writing any red flags to the Program Administrator, the Vice Chancellor for Finance and Administration, or the Project Coordinator for this Agreement. Contractor agrees, in the event of a data security breach, to clearly state what personally identifiable information has been improperly accessed, to explain the measures taken to prevent future breaches, and to pay for the reasonable costs of appropriate notification and credit monitoring.

Contractor represents and warrants that should the Payment Card Industry Data Security Standards ("PCI-DSS") apply to any goods or services provided pursuant to this Agreement, Contractor shall maintain payment card information and process payment card transactions in compliance with the standards of the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>). If applicable, Contractor shall provide Alamo Colleges District a current certificate of PCI compliance upon award and annually thereafter for the duration of this Agreement. Contractor agrees to indemnify and hold harmless Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns (collectively, "Protected Parties") from and against any and all complaints, claims, causes of action, liabilities, suits, damages, judgments, penalties, fines, assessments, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs) imposed upon, incurred by, or asserted against Protected Parties resulting from or related to any loss of Alamo Colleges District customer credit card or identity information managed, retained or maintained by Contractor, including, without limitation, fraudulent or unapproved use of such card or identity information. Contractor agrees to notify Alamo Colleges District of any security breach involving the aforementioned data within one business day after discovery.

8.6 Records. Contractor agrees to retain its records for a minimum of four (4) years following termination of this Agreement, unless there is an ongoing dispute under the Agreement, in which case such retention period shall extend until final resolution of the dispute. Contractor's "Records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, production sheets, documents,

correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in Alamo Colleges District's judgment have any reasonably pertain to any matters, rights, duties or obligations under the Agreement.

- 8.7 Right to Audit.** Contractor grants Alamo Colleges District, any applicable grantor, or their designees the right to audit, examine or inspect ("Audit"), at Alamo Colleges District's election, all of Contractor's records relating to the performance of this Agreement during its term and subsequent retention period. Alamo Colleges District agrees that it will exercise this right only during regular business hours. Contractor agrees to allow access to all of Contractor's Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Contractor also agrees to provide adequate and appropriate workspace necessary to conduct Audits.
- 8.8 Release of Information.** Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act ("PIA"). In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Contractor, in accordance with PIA, to assert any arguments Contractor may have in opposition to release of the information. In the event Contractor requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney's fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this Agreement.
- 8.9 Prohibition Against Boycotting the State of Israel.** If the Agreement is valued at \$100,000 or more and Contractor has at least 10 employees, then Contractor hereby certifies, represents and warrants that neither Contractor nor any of its affiliates presently does, and during the term of this Agreement will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel, but this requirement shall not be enforced for so long as it may be enjoined by a court of competent jurisdiction.
- 8.10 Prohibition Against Boycotting Energy Companies.** If the Agreement is valued at \$100,000 or more and Contractor has at least 10 employees, then Contractor hereby verifies that it does not presently, nor during the term of this Agreement will it, any of them, boycott energy companies, as those terms are defined in Texas Government Code Chapter 2274.
- 8.11 Prohibition Against Discriminating Against Firearm Entities or Firearm Trade Associations.** If the value of non-sole-source procurement(s) under this agreement equals or exceeds \$100,000, Contractor verifies that it does not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association, as those terms are defined in Texas Government Code Chapter 2274.

8.12 Debarment. Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the "Foreign Organization List"). Contractor by its signature certifies that Contractor is not debarred from participation in grants or contracts by the U.S. government or the State of Texas, is not indebted to the State of Texas or Alamo Colleges District. In the event that Contractor is added to the Foreign Organization List or becomes debarred from participation in grants or contracts by the U.S. government or the State of Texas at any time during the term of this Agreement, Contractor shall promptly provide notice to Alamo Colleges District. Alamo Colleges District may, at its discretion, terminate the Agreement immediately upon receipt and verification of information, by any means, of such status.

8.13 Policies. Contractor agrees to abide by all applicable Alamo Colleges District's policies, including, without limitation, those relating to financial ethics, accountability and parking.

9. INTELLECTUAL PROPERTY RIGHTS, CONSENTS, LICENSES & ASSIGNMENTS. If Contractor's services involve creating images of persons, including, without limitation, serving as a photographer or videographer, Contractor shall obtain, deliver to Alamo Colleges District during the Term of this Agreement and maintain for a period of 5 years thereafter all legally required consents of such persons to the creation and unrestricted use of their images, including, without limitation, by Alamo Colleges District ("Consents"). If Contractor services hereunder include developing materials customized for use by Alamo Colleges District, Contractor warrants its full title and right to grant any intellectual property licensed or materials delivered to Alamo Colleges District under this Agreement free and clear of any claim of any third party. Contractor consents to Alamo Colleges District making a recording, by whatever means and upon whatever media, of any verbal, audio or video report or presentation made in the performance of the Services ("Recording"). Unless Contractor's services hereunder are limited to those of a speaker or performer, such Recordings may be used for all purposes. If Contractor's services hereunder are limited to those of a speaker or performer, the Recording may be used by Alamo Colleges District only internally and for no more than 120 days. Unless Contractor's services hereunder are limited to those of a speaker or performer, Contractor grants to Alamo Colleges District a perpetual non-exclusive license to use all (i) Recordings and (ii) materials delivered hereunder in which Contractor or any Employees own or may claim any intellectual property rights, including the right to create derivative works, fully paid by the compensation payable to Contractor hereunder. Notwithstanding the foregoing, Speakers and Performers may further limit the use of Recordings or prohibit recording entirely by limitation added to **Exhibit A**. Notwithstanding the foregoing, Alamo Colleges District may acquire exclusive intellectual property rights by specification at to **Exhibit A**.

10. LIABILITY, RISK AND INSURANCE.

10.1 Partial Release of Liability of Alamo Colleges District. CONTRACTOR HEREBY RELEASES ALAMO COLLEGES DISTRICT FROM ALL LIABILITY RELATED TO OR RESULTING FROM THIS AGREEMENT, WHETHER ARISING IN THE PAST, NOW OR IN THE FUTURE, INCLUDING, WITHOUT LIMITATION, FROM ANY USE OF ANY ALAMO

COLLEGES DISTRICT PROPERTIES PURSUANT HERETO, INCLUDING, WITHOUT LIMITATION, LIABILITY RESULTING FROM ALAMO COLLEGES DISTRICT'S NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, **with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement by Alamo Colleges District.**

10.2 Indemnification of Alamo Colleges District and Affiliates. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Contractor's use of Alamo Colleges District's facilities ("Claims"). Contractor's duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, EVEN IF CAUSED IN PART BY THE NEGLIGENCE OF THE PROTECTED PARTY CLAIMING INDEMNITY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THAT PROTECTED PARTY. Without limiting the generality of the foregoing, Contractor warrants its full title and right to grant any license granted or materials delivered to Alamo Colleges District under this Agreement free and clear of any claim of any third party, and does hereby indemnify Alamo Colleges District from and against any liability to third parties claiming intellectual property rights in any material so licensed or otherwise infringed and from any associated costs of any kind whatsoever.

CONTRACTOR HEREBY RELEASES all Protected Parties other than Alamo Colleges District FROM ANY AND ALL CLAIMS RELATED TO OR RESULTING FROM THIS AGREEMENT, WHETHER ARISING IN THE PAST, NOW OR IN THE FUTURE, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY.

Alamo Colleges District is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or "holding harmless" of Contractor, or any other party, by Alamo Colleges District, regardless of how characterized.

10.3 Release of Affiliates. CONTRACTOR HEREBY RELEASES all Protected Parties other than Alamo Colleges District FROM ANY AND ALL CLAIMS RELATED TO OR RESULTING FROM THIS AGREEMENT, WHETHER ARISING IN THE PAST, NOW OR IN THE FUTURE, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY.

10.4 Insurance. Intentionally omitted.

11. **PAYMENT.** The entire Project cost shall not exceed the amount set forth in **Exhibit A**.

11.1 Alamo Colleges District will pay approved invoices, which must include the purchase order number, date of service, name of college, and a description of service, within forty-five (45) days of receipt at the address set forth in **Exhibit A**.

11.2 Within ten (10) days after termination of this Agreement, Contractor will submit a final invoice (“Final Invoice”) which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice by Alamo Colleges District, Alamo Colleges District will pay (“Final Payment”) to Contractor the amount due under the Final Invoice under the terms established by Texas law. Notwithstanding the foregoing, under Section 231.006, Family Code, the vendor or applicant (Contractor) certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If Contractor is an entity and becomes delinquent in the payment of any Texas Margin Tax due, then any payments due to Contractor may be withheld until such delinquency is remedied.

11.3 Notwithstanding any provision to the contrary, Alamo Colleges District will not be obligated to make any payment to Contractor if Contractor is in breach or default under this Agreement.

12. **TERM AND TERMINATION.** The Term of this Agreement is set forth at **Exhibit A** hereto. The Term may be extended thereafter by written agreement signed by both parties.

12.1 **Termination without Cause.** Alamo Colleges District may terminate this Agreement for convenience without any liability therefore by delivering written notice to Contractor no later than thirty (30) days prior to termination. Contractor’s fees due on termination without cause will be prorated based on the portion of authorized work completed.

12.2 **Material Breach; Insolvency.** This Agreement may be terminated by Alamo Colleges District for breach of any material terms or conditions of this Agreement by Contractor, which breach is not corrected by Contractor within ten (10) calendar days after written notice thereof is given to Contractor, or immediately should Contractor become insolvent.

12.3 **Current Revenues Only.** Alamo Colleges District commits only its current revenues hereunder, as required by Texas law. The Alamo Colleges District Board retains the continuing right to terminate the Agreement without liability for said termination at the expiration of each budget period during its initial and renewal terms. The Alamo Colleges District Board will make best efforts to obtain and appropriate funds to meet Alamo Colleges District’s obligations under the Agreement, consistent with the maintenance of reasonable reserves.

13. **GENERAL TERMS.**

13.1 **Independent Contractors.** Contractor and Alamo Colleges District understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Contractor, its employees, and Alamo Colleges District. Neither party nor its employees shall be deemed employees of the other for any purpose

whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status. Contractor represents and warrants that it is not a professional employer organization under the Texas Labor Code.

- 13.2 Notices.** All notices given pursuant to this Agreement shall be in writing, with delivery receipted, effective on receipt. Notice mailed through the US Postal Service shall be by first class mail, postage prepaid, registered or certified with return receipt requested. Notice may also be delivered in person to the intended addressee with receipt, or sent by receipted email or receipted overnight delivery service. Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt. The notice addresses of the Parties are stated in **Exhibit A** and may be changed by giving 5 business days of notice.
- 13.3 Choice of Law.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.
- 13.4 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. No right or interest in this Agreement shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District, which shall be given or withheld in the reasonable discretion of Alamo Colleges District. Any unconsented attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes. Unless otherwise specified in **Exhibit A**, Contractor is not required to perform the Project with the services of any particular employee.
- 13.5 Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges District with respect to the subject matter herein except as expressly stated herein.
- 13.6 Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, without limitation, epidemic. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 13.8 Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this

Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

- 13.9 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 13.10 Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.
- 13.11 Exhibits.** Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 13.12 Drafters.** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.
- 13.13 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.
- 13.14 Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following before commencing legal action. First, the parties shall use their best good-faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall first consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If such consultation and negotiation does not fully resolve the issue, the parties agree to promptly engage in non-binding mediation in Bexar County, Texas. If such mediation does not fully resolve the issue, then either party may thereafter seek legal recourse in equity and/or at law. Notwithstanding the foregoing, either party may commence litigation for injunctive relief without having complied fully with these dispute resolution procedures, but only to require the other party to mediate, to preserve the status quo pending resolution of an issue, or to protect a vital interest of that party or of an affiliate.

Authorized signatures below constitute acceptance of the terms and conditions set forth in this Agreement.

ALAMO COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: Katherine Beaumont Doss 11/29/2022
Date

By:  11-28-21
Date

Print Name: Katherine Doss

Print Name: 

Title: Vice President of College Services

Title: DJ Bravo

EXHIBITS: Exhibit A - Project Details
Exhibit B – Verification of Independent Contractor Status if Individual

EXHIBIT A TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES DISTRICT

1. Exact Legal Name of Contractor: **DJ Bravo** _
2. Term of Agreement: 5 hours of DJ Service on December 1st and 4 hours of DJ Service on December 2nd
3. Project Description: Providing DJ services during Winter Wonderland_
4. College/DSO: Palo Alto College_
5. Alamo Colleges District Representative: Connie Martinez – College Events Coordinator_
6. Project Interim Payment Milestones:
DJ Service on Thursday, December 1st– Date of Payment 12/1/2022 (description of milestone) - \$625.00
DJ Service on Friday, December 1st– Date of Payment 12/2/2022 (description of milestone) - \$500.00
- \$_
Maximum Amount Payable to Contractor - \$1,125.00_
7. Detailed Contractor Deliverables: Contractor agrees to:
Providing DJ services during Winter Wonderland on Thursday, December 1, 2022 from 6 PM – 11 PM to Friday, December 2, 2022 from 6 PM to 10 PM, Service will be provided at PAC Courtyard .
8. Notice Addresses:
Notices to Alamo Colleges District:
Attention: Connie Martinez – College Events Coordinator
Palo Alto College
1400 W. Villaret Blvd
San Antonio, Texas 78224
Tele: 210-486-3963
Email: cmartinez1411@alamo.edu
With Copy to:
Attention: Katherine Beaumont Doss – Vice President of College Services
Palo Alto College
1400 W. Villaret Blvd_
San Antonio, Texas 78224
Tele: 210-486-3936
Email: kbeaumont@alamo.edu
Notices to Contractor:
Juan Bravo - DJ_
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
8. Contractor shall submit all invoices to Alamo Colleges District at the following address:
Breanna Flores – Administrative Service Specialist
Palo Alto College
1400 W. Villaret Blvd
San Antonio, Texas 78224
9. Any location requirements for the Project: No, all services will be provided at Palo Alto College)
10. Any requirements that a particular Contractor employee undertake a particular role regarding the Project, or name of performer, if the agreement is with an agent of performer: No

11. Other Requests/Requirements/Conditions/Exclusions: None

EXHIBIT B TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES DISTRICT
VERIFICATION OF INDEPENDENT CONTRACTOR STATUS

Verification of Independent Contractor Status is mandatory if the Contractor is an individual.


Responses MUST be accurate. Contact HR Generalist for Assistance. Errors may result in discipline, including termination.

1. If the Contractor is an individual: is the Contractor currently an employee of Alamo Colleges District or has the Contractor been employed by Alamo Colleges District during the current calendar year? Yes No
2. If the Contractor is an individual: is it currently expected that Alamo Colleges District will hire the Contractor as an employee immediately following termination of the Services Agreement? Yes No
3. If the Contractor is a business: do any current employees own ten percent or more of the voting stock/shares; ten percent or more of the fair market value; or \$15,000 or more of the fair market value; or does the employee derive funds in excess of ten percent of the employee's gross income for the previous year from the business entity? Yes No

If the answer to either 1, 2, or 3 above is yes, contact Human Resources for guidance as the Contractor may be considered an employee and paid via Alamo Colleges District payroll – DO NOT proceed with a Services Agreement without H R approval.

4. Is Contractor expected to perform the services his or her own way with few, if any, instructions as to the details or methods of the work? Yes No
5. Shall Contractor use his or her own methods without training from Alamo Colleges District for the services? Yes No
6. Is Contractor's business separate from and not integrated or merged into normal ACCD business? Yes No
7. May Contractor assign another to perform the services in his or her place? Yes No
8. May Contractor select, hire, pay and supervise any helpers used by him/her and is he or she responsible for the results of the helpers' labor? Yes No
9. Are Contractor's services of limited duration with no expectation of continuing work? Yes No
10. Is Contractor the master of his or her own time, working the days and hours he or she chooses? Yes No
11. May Contractor's physical work location be anywhere he or she chooses? Yes No
12. May Contractor set his or her own order and sequence of work in performing the services (subject to specific requirements for deliverables, reports, etc.)? Yes No
13. Is Contractor to be paid by the job (*i.e.*, negotiated flat rate) as opposed to by the hour? Yes No
14. Is Contractor expected to pay for his/her business and travel expenses without reimbursement by Alamo Colleges District? Yes No
15. Is Contractor expected to select furnish & furnish necessary tools, materials and equipment? Yes No
16. Is Contractor able to work for more than one client at the same time, as time permits? Yes No
17. Does the Contractor advertise or otherwise invite the public to contract for its services? Yes No

APPENDIX B
SERVICE AGREEMENT EXAMPLE
(See Legal Website for Updated Template)

	SERVICES AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND <u>Magic in the Sky LLC</u>
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This Agreement is entered into by and between Alamo Community College District, a political subdivision of the State of Texas (“Alamo Colleges District”) and Magic in the Sky (“Contractor”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, Alamo Colleges District is a public junior college district comprised of district services offices and five colleges, San Antonio College, St. Philip’s College, Palo Alto College, Northwest Vista College, and Northeast Lakeview College; and

WHEREAS, Alamo Colleges District wants to obtain the services described as “Project” at **Exhibit A** hereto for Palo Alto College; and

WHEREAS, Contractor specializes in such services and desires to provide such services to Alamo Colleges District.

NOW THEREFORE, in consideration of the mutual covenants set forth herein below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Alamo Colleges District and Contractor hereby agree as follows:

1. DEFINED TERMS.

1.1 “Project” has the meaning defined in **Exhibit A** hereto. The Contractor hereby agrees to furnish the services specified in **Exhibit A**

1.2 “Project Coordinator” means the employee of Alamo Colleges District designated in **Exhibit A** hereto who will manage the relationship between Alamo Colleges District and Contractor. The designated employee will be knowledgeable of the Project and be experienced in managing projects similar to the one established herein.

2. PROJECT OBJECTIVE(S) AND SCOPE.

The Project objective and scope is defined in **Exhibit A**. The Contractor hereby agrees to furnish the services specified on **Exhibit A**.

3. PROJECT DELIVERABLES.

Contractor’s Project deliverables are set forth in **Exhibit A**. If Contractor employs or acts as booking agent for a particular person who is to perform the services (“Performer”), the name of the person providing the services must be specified at **Exhibit A**. **Completion of Exhibit B: Verification of Independent Contractor Status is mandatory if the Contractor is an individual.**

4. **SUPPLEMENTAL DELIVERABLES OR RATE CHANGES.** Additional services resulting from project modifications or changes will be performed at Contractor's discretion with Alamo Colleges District's written approval and will be invoiced at the then-current Contractor service rates.
5. **ACCESS.** The Parties agree to grant one another, their employees and agents assigned to the Project reasonable access to appropriate portions of one another's facilities to the extent reasonably necessary to perform their obligations under this Agreement.
6. **COMMUNICATION.** The Parties agree to communicate in furtherance of the Project, including but not limited to setting mutually agreed upon hours in which Alamo Colleges District and Contractor will perform the Project Deliverables and notifying one another of any and all changes in personnel, operations, or policies that may affect the Project.
7. **POLICIES.** The Parties agree to advise one another, and their respective employee(s) assigned to the Project, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.
8. **COMPLIANCE.**
 - 8.1 **Applicable Law; FERPA.** CONTRACTOR agrees to comply with all applicable law, including, without limitation, to ensure that its activities hereunder do not cause ALAMO COLLEGES DISTRICT to fail to comply with all applicable federal statutes and regulations, including, without limitation, the Family Educational Rights and Privacy Act, 20 United States Code 1232g, 34 CFR Part 99 ("FERPA"). Any exchange by the parties of student record information protected by FERPA (which includes information generated by Contractor for inclusion in a student record) shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, to refrain from any re-disclosure except in compliance with 34 CFR 99.3 and either with the specific written permission of Alamo Colleges District, or in strict compliance with any explicit permission granted to Contractor in the Agreement or separately by the eligible student, and to require the return or certified secure destruction by Contractor of all such information, including any copies that may reside in system backups, temporary files, or other storage media, as soon as the intended purpose for such disclosure ends. Contractor agrees to immediately report any and all Alamo Colleges District student record data security breaches via electronic mail directly to the appropriate Alamo Colleges District personnel.
 - 8.2 **Non-Discrimination.** Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status, income level, limited English proficiency or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility.
 - 8.3 **Licenses, Permits, Taxes and Fees.** Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

8.4 Covenants Pertaining to Any Contractor Employees Working at Alamo Colleges District Premises. Contractor agrees to the following regarding any employees assigned to work at Alamo Colleges District’s premises on a regular basis. Contractor agrees to comply with the record-keeping and all other requirements of applicable laws, including, without limitation, the Fair Labor Standards Act (“FLSA”) and the Immigration Reform and Control Act of 1986. Contractor agrees to properly classify its workers for purposes of the FLSA and the Internal Revenue Code and timely pay wages and compensation for their services rendered. Contractor agrees to perform criminal background checks and to implement and enforce a written policy for a drug-free workplace providing for drug and alcohol testing for reasonable cause during employment, complying with all applicable requirements, including obtaining the worker’s authorization. Contractor represents and warrants that any worker it assigns to the Project shall have passed the criminal background check and any drug testing conducted. Contractor agrees to certify in writing at the request of Alamo Colleges District its compliance with any of its obligations in this Agreement.

8.5 Data Security and Notification.

8.5.1 Personally Identifiable Information. Contractor’s performance under this Agreement may include access to and review of confidential, personally identifying information about Alamo Colleges District’s employees, students, and/or vendors. Contractor agrees to use best practices to maintain data security to prevent identity theft, and to promptly report in writing any red flags to the Program Administrator, the Vice Chancellor for Finance and Administration, or the Project Coordinator for this Agreement. Contractor agrees, in the event of a data security breach, to clearly state what personally identifiable information has been improperly accessed, to explain the measures taken to prevent future breaches, and to pay for the reasonable costs of appropriate notification and credit monitoring.

8.5.2 Payment Card Industry Data Security Standards. Contractor represents and warrants that should the Payment Card Industry Data Security Standards (“PCI-DSS”) apply to any goods or services provided pursuant to this Agreement, Contractor shall maintain payment card information and process payment card transactions in compliance with the standards of the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>). If applicable, Contractor shall provide Alamo Colleges District a current certificate of PCI compliance upon award and annually thereafter for the duration of this Agreement. Contractor agrees to indemnify and hold harmless Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns (collectively, “Protected Parties”) from and against any and all complaints, claims, causes of action, liabilities, suits, damages, judgments, penalties, fines, assessments, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs) imposed upon, incurred by, or asserted against Protected Parties resulting from or related to any loss of Alamo Colleges District customer credit card or identity information managed, retained or maintained by Contractor, including, without limitation, fraudulent or unapproved use of such card or identity information. Contractor agrees to notify Alamo Colleges District of any security breach involving the aforementioned data within one business day after discovery.

8.5.3 If Contractor Is Authorized to Access, Transmit, Use, or Store District Data. The following provisions apply if Contractor is authorized to access, transmit, use, or store data for Alamo Colleges District.

8.5.3.1 If Contractor’s services under the Agreement include cloud-based computing (as defined by Texas Government Code Section 2054.0593, presently by reference to Special Publication 800-145 issued by the United States Department of Commerce National Institute of Standards and Technology in effect as of January 1, 2015), the effectiveness

of the Agreement is conditioned upon Contractor delivering evidence of its certification by the Texas Department of Information Resources pertaining to information security standards for cloud-based computing under what is termed the Texas Risk and Authorization Management Program (TX-RAMP) as addressed by Title 1, Chapter 202, Subchapter B of the Texas Administrative Code, including, without limitation, Section 202.27 (see also <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>), and agrees to maintain such certification, and conduct its services and processes to continually qualify to maintain such certification, for so long as that may be required.

8.5.3.2 If Contractor's services are not restricted to cloud-based computing, Contractor agrees to meet the security controls stated at <https://www.alamo.edu/link/933c81083ff9406bbce395b87047e0e2.aspx> (or as may be updated at Exhibit A) that Alamo Colleges District has determined to be proportionate with its risk under this Agreement based on the sensitivity of such data for this Agreement, risk level control designated at Exhibit A if applicable, and to periodically, upon request, provide evidence that Contractor meets such security controls.

8.5.3.3 If this Agreement gives Contractor access to or control of a system to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access, Contractor represents that it is not owned or controlled within the meaning of Texas Government Code Sections 2274.0101- 0103 by the citizens or governments of China, Iran, North Korea, Russia, or another country designated by the Governor pursuant to that Section 2272.0103 as in effect for the duration of this Agreement, and agrees to notify Alamo Colleges District promptly should that representation no longer be accurate, in which case Alamo Colleges District may terminate this Agreement without any liability.

8.6 **Records.** Contractor agrees to retain its records for a minimum of four (4) years following termination of this Agreement, unless there is an ongoing dispute under the Agreement, in which case such retention period shall extend until final resolution of the dispute. Contractor's "Records" include any and all information, materials and data of every kind and character generated as a result of the work under this Agreement. Examples of Records include, without limitation, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in Alamo Colleges District's judgment have any reasonably pertain to any matters, rights, duties or obligations under the Agreement.

8.7 **Right to Audit.** Contractor grants Alamo Colleges District, any applicable grantor, or their designees the right to audit, examine or inspect ("Audit"), at Alamo Colleges District's election, all of Contractor's records relating to the performance of this Agreement during its term and subsequent retention period. Alamo Colleges District agrees that it will exercise this right only during regular business hours. Contractor agrees to allow access to all of Contractor's Records, its facilities, and its current or former employees, deemed reasonably necessary by the auditor, to perform such Audit. Contractor also agrees to provide adequate and appropriate workspace necessary to conduct Audits.

- 8.8 Release of Information.** Alamo Colleges District is a governmental entity in the State of Texas. Documents submitted pursuant to this Agreement become a government record. Access by the public to government records is governed by the Texas Public Information Act (“PIA”). In the event a request is made for information designated as proprietary, Alamo Colleges District may determine in its sole discretion whether sufficient legal justification exists for withholding the information and whether an opinion should be requested from the Texas Attorney General. If an opinion is requested from the Texas Attorney General, Alamo Colleges District will notify Contractor, in accordance with PIA, to assert any arguments Contractor may have in opposition to release of the information. In the event Contractor requests judicial intervention, the party so requesting shall indemnify Alamo Colleges District for its costs (including attorney’s fees) associated with the judicial action. Under no circumstances will Alamo Colleges District be liable for any costs, damages, or claims of any nature, related to release or disclosure of any information contained in documents submitted pursuant to this Agreement.
- 8.9 Prohibition Against Boycotting the State of Israel.** If the Agreement is valued at \$100,000 or more and Contractor has at least 10 employees, then Contractor hereby certifies, represents and warrants that neither Contractor nor any of its affiliates presently does, and during the term of this Agreement will any of them, boycott the State of Israel, by, without limitation, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with the State of Israel, or with a person or entity doing business within the State of Israel or in any territory controlled by the State of Israel, but this requirement shall not be enforced for so long as it may be enjoined by a court of competent jurisdiction.
- 8.10 Prohibition Against Boycotting Energy Companies.** If the Agreement is valued at \$100,000 or more and Contractor has at least 10 employees, then Contractor hereby verifies that it does not presently, nor during the term of this Agreement will it, any of them, boycott energy companies, as those terms are defined in Texas Government Code Chapter 2274.
- 8.11 Prohibition Against Discriminating Against Firearm Entities or Firearm Trade Associations.** If the value of non-sole-source procurement(s) under this agreement equals or exceeds \$100,000, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association, as those terms are defined in Texas Government Code Chapter 2274.
- 8.12 Debarment.** Contractor hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the “Foreign Organization List”). Contractor by its signature certifies that Contractor is not debarred from participation in grants or contracts by the U.S. government or the State of Texas, is not indebted to the State of Texas or Alamo Colleges District. In the event that Contractor is added to the Foreign Organization List or becomes debarred from participation in grants or contracts by the U.S. government or the State of Texas at any time during the term of this Agreement, Contractor shall promptly provide notice to Alamo Colleges District. Alamo Colleges District may, at its discretion, terminate the Agreement immediately upon receipt and verification of information, by any means, of such status.
- 8.13 Policies.** Contractor agrees to abide by all applicable Alamo Colleges District’s policies, including, without limitation, those relating to financial ethics, accountability and parking.

9. **INTELLECTUAL PROPERTY RIGHTS, CONSENTS, LICENSES & ASSIGNMENTS.** If Contractor's services involve creating images of persons, including, without limitation, serving as a photographer or videographer, Contractor shall obtain, deliver to Alamo Colleges District during the Term of this Agreement and maintain for a period of 5 years thereafter all legally required consents of such persons to the creation and unrestricted use of their images, including, without limitation, by Alamo Colleges District ("Consents"). If Contractor services hereunder include developing materials customized for use by Alamo Colleges District, Contractor warrants its full title and right to grant any intellectual property licensed or materials delivered to Alamo Colleges District under this Agreement free and clear of any claim of any third party. Contractor consents to Alamo Colleges District making a recording, by whatever means and upon whatever media, of any verbal, audio or video report or presentation made in the performance of the Services ("Recording"). Unless Contractor's services hereunder are limited to those of a speaker or performer, such Recordings may be used for all purposes. If Contractor's services hereunder are limited to those of a speaker or performer, the Recording may be used by Alamo Colleges District only internally and for no more than 120 days. Unless Contractor's services hereunder are limited to those of a speaker or performer, Contractor grants to Alamo Colleges District a perpetual non-exclusive license to use all (i) Recordings and (ii) materials delivered hereunder in which Contractor or any Employees own or may claim any intellectual property rights, including the right to create derivative works, fully paid by the compensation payable to Contractor hereunder. Notwithstanding the foregoing, Speakers and Performers may further limit the use of Recordings or prohibit recording entirely by limitation added to **Exhibit A**. Notwithstanding the foregoing, Alamo Colleges District may acquire exclusive intellectual property rights by specification at to **Exhibit A**.

10. **LIABILITY, RISK AND INSURANCE.**

10.1 **Partial Release of Liability of Alamo Colleges District.** CONTRACTOR HEREBY RELEASES ALAMO COLLEGES DISTRICT FROM ALL LIABILITY ARISING UNDER THIS AGREEMENT OR RELATING TO USE OF ANY ALAMO COLLEGES DISTRICT PROPERTIES, INCLUDING, BUT NOT LIMITED TO, LIABILITY RESULTING FROM ALAMO COLLEGES DISTRICT'S NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE, OR JOINT, ARISING OUT OF OR RELATED TO THIS AGREEMENT, **with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.**

10.2 **Indemnification of Alamo Colleges District and Affiliates and Release of Affiliates.** CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges District, its Board of Trustees, officers, employees, agents, contractors and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand the amount of, any and all costs resulting from any complaints, claims, liabilities, suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Contractor's use of Alamo Colleges District's facilities ("Claims"). Contractor's duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, **EVEN IF CAUSED IN PART BY THE NEGLIGENCE OF THE PROTECTED PARTY CLAIMING INDEMNITY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THAT PROTECTED PARTY.** Without limiting the generality of the foregoing, Contractor warrants its full title and right to grant any license granted or materials delivered to Alamo

Colleges District under this Agreement free and clear of any claim of any third party, and does hereby indemnify Alamo Colleges District from and against any liability to third parties claiming intellectual property rights in any material so licensed or otherwise infringed and from any associated costs of any kind whatsoever.

CONTRACTOR HEREBY RELEASES Protected Parties other than Alamo Colleges District from any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.

Alamo Colleges District is a state governmental unit that is prohibited by law from indemnifying other parties pursuant to applicable Texas Attorney-General opinions. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability, and no indemnification or “holding harmless” of Contractor, or any other party, by Alamo Colleges District, regardless of how characterized.

10.3 Insurance.

10.3.1 Alamo Colleges District maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.

10.3.2 Contractor shall obtain at its own cost insurance with coverage of its activities pursuant to this Agreement at the following minimum levels of coverage:

WORKERS’ COMPENSATION	STATUTORY
Must include coverage for alternate employers and borrowed servants	
EMPLOYER’S LIABILITY	
Each Accident (bodily injury)	\$1,000,000
Policy Limit (bodily injury by disease)	\$1,000,000
Each Employee (bodily injury by disease)	\$1,000,000
GENERAL COMMERCIAL LIABILITY	
General Aggregate	\$2,000,000
Each Occurrence (bodily injury/property damage)	\$1,000,000
Each Occurrence (personal injury/advertising injury)	\$1,000,000
Each Occurrence (Damage to Premises Rented to You)	\$1,000,000
All coverage must be primary and non-contributory	
BUSINESS AUTOMOBILE LIABILITY	
(if service vehicle operated on property owned or controlled by ACCD)	
Combined Single Limit (bodily injury/property damage)	\$1,000,000
Must include all owned, non-owned and hired vehicle	
UMBRELLA/EXCESS LIABILITY	
Each Occurrence	\$1,000,000
POLLUTION ON-SITE LIABILITY (if services present risk)	
Each Occurrence	\$1,000,000
PROFESSIONAL LIABILITY (Errors & Omissions) (if services present risk)	
Each Occurrence	\$1,000,000

Contractor shall, at the time of execution of this agreement, provide Alamo Colleges District with a copy of a certificate of insurance evidencing all applicable required

policies which must list “Alamo Community College District” as a NAMED ADDITIONAL INSURED and beneficiary of contractual indemnification coverage and waiver of subrogation.

11. PAYMENT. The entire Project cost shall not exceed the amount set forth in **Exhibit A**.

11.1 Alamo Colleges District will pay approved invoices, which must include the purchase order number, date of service, name of college, and a description of service, within forty-five (45) days of receipt at the address set forth in **Exhibit A**.

11.2 Within ten (10) days after termination of this Agreement, Contractor will submit a final invoice (“Final Invoice”) which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice by Alamo Colleges District, Alamo Colleges District will pay (“Final Payment”) to Contractor the amount due under the Final Invoice under the terms established by Texas law. Notwithstanding the foregoing, under Section 231.006, Family Code, the vendor or applicant (Contractor) certifies that the individual or business entity named in this contract, proposal or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If Contractor is an entity and becomes delinquent in the payment of any Texas Margin Tax due, then any payments due to Contractor may be withheld until such delinquency is remedied.

11.3 Notwithstanding any provision to the contrary, Alamo Colleges District will not be obligated to make any payment to Contractor if Contractor is in breach or default under this Agreement.

12. TERM AND TERMINATION. The Term of this Agreement is set forth at **Exhibit A** hereto. The Term may be extended thereafter by written agreement signed by both parties.

12.1 Termination without Cause. Alamo Colleges District may terminate this Agreement for convenience without any liability therefore by delivering written notice to Contractor no later than thirty (30) days prior to termination. Contractor’s fees due on termination without cause will be prorated based on the portion of authorized work completed.

12.2 Material Breach; Insolvency. This Agreement may be terminated by Alamo Colleges District for breach of any material terms or conditions of this Agreement by Contractor, which breach is not corrected by Contractor within ten (10) calendar days after written notice thereof is given to Contractor, or immediately should Contractor become insolvent.

12.3 Current Revenues Only. Alamo Colleges District commits only its current revenues hereunder, as required by Texas law. The Alamo Colleges District Board retains the continuing right to terminate the Agreement without liability for said termination at the expiration of each budget period during its initial and renewal terms. The Alamo Colleges District Board will make best efforts to obtain and appropriate funds to meet Alamo Colleges District’s obligations under the Agreement, consistent with the maintenance of reasonable reserves.

13. GENERAL TERMS.

13.1 Independent Contractors. Contractor and Alamo Colleges District understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment

relationship, partnership, or joint venture between Contractor, its employees, and Alamo Colleges District. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status. Contractor represents and warrants that it is not a professional employer organization under the Texas Labor Code.

- 13.2 Notices.** All notices given pursuant to this Agreement shall be in writing, with delivery receipted, effective on receipt. Notice mailed through the US Postal Service shall be by first class mail, postage prepaid, registered or certified with return receipt requested. Notice may also be delivered in person to the intended addressee with receipt, or sent by receipted email or receipted overnight delivery service. Email notice shall always be a permitted option, and shall be mandatory during the pendency of any epidemic or pandemic affecting the city or county of the notice address of either party, or during any period during which either party has implemented limited office staffing or a temporary work-from-home program by reason of an emergency declared by authorities with jurisdiction over that area. All email notices given pursuant to this Agreement shall be effective upon receipt, rebuttably presumed received with evidence of sending, and irrebuttably presumed received with evidence of email confirmation of receipt. The notice addresses of the Parties are stated in **Exhibit A** and may be changed by giving 5 business days of notice.
- 13.3 Choice of Law.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the internal laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.
- 13.4 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns. No right or interest in this Agreement shall be assigned or delegation of any obligation made by Contractor without the prior written permission of Alamo Colleges District, which shall be given or withheld in the reasonable discretion of Alamo Colleges District. Any unconsented attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes. Unless otherwise specified in **Exhibit A**, Contractor is not required to perform the Project with the services of any particular employee.
- 13.5 Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter herein. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges District with respect to the subject matter herein except as expressly stated herein.
- 13.6 Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 13.7 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, without limitation, epidemic. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.
- 13.8 Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this

Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

- 13.9 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 13.10 Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.
- 13.11 Exhibits.** Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 13.12 Drafters.** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.
- 13.13 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.
- 13.14 Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the parties agree to do all of the following before commencing legal action. First, the parties shall use their best good-faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall first consult and negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If such consultation and negotiation does not fully resolve the issue, the parties agree to promptly engage in non-binding mediation in Bexar County, Texas. If such mediation does not fully resolve the issue, then either party may thereafter seek legal recourse in equity and/or at law. Notwithstanding the foregoing, either party may commence litigation for injunctive relief without having complied fully with these dispute resolution procedures, but only to require the other party to mediate, to preserve the status quo pending resolution of an issue, or to protect a vital interest of that party or of an affiliate.

Authorized signatures below constitute acceptance of the terms and conditions set forth in this Agreement.

ALAMO COMMUNITY COLLEGE DISTRICT:

CONTRACTOR:

By: Terry A. Loomis
Terry A. Loomis
Assistant Director, Purchasing & Contract Administration Date

By: _____ 12/1/2022
Date

Print Name: Katherine Beaumont Doss

Print Name: _____

Title: Vice President of College Services

Title: President

EXHIBITS: Exhibit A - Project Details
Exhibit B – Verification of Independent Contractor Status if Individual

APPROVED
AS TO FORM ONLY
Ross Laughhead
GENERAL COUNSEL/ALAMO COLLEGE

APPROVED
By: Ross Laughhead at 12:40 pm, Nov 21, 2022

EXHIBIT A TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES DISTRICT

1. Exact Legal Name of Contractor: **Magic in the Sky LLC**
2. Term of Agreement: **Turn-Key Fireworks Show on Friday, December 2, 2022**
3. Project Description: **Providing a Firework Display for 2022 Winter Wonderland on Friday, December 2, 2022 from 7:45 pm to 8:00 pm**
4. College / DSO: **Palo Alto College**
5. ACD Representative, tel. & email: **Breanna Flores, 210-486-3960 bflores175@alamo.edu & Connie Martinez, 210-486-3963 cmartinez1411@alamo.edu**
6. Project Interim Payment Milestones
End-of-Event Firework Display - \$ **5,000.00**
(description of milestone) - \$
(description of milestone) - \$

Maximum Total Amount Payable to Contractor: \$ **5,000.00**
7. Detailed Contractor Deliverables:
Contractor agrees to **Magic in the Sky agrees to provide an end-of-event firework display for 2022 Winter Wonderland guests from 7:45 pm to 8:00 pm on Friday, December 2, 2022.**
8. Notice Addresses:
Notices to Alamo Colleges District:

Attention: **Katherine Beaumont Doss – Vice President of College Services**
Palo Alto College
1400 W. Villaret Blvd.
San Antonio, TX 78224
Tel: **210-486-3960**
Email: **kbeaumont** @alamo.edu

With Copy to:

Attention: **Connie Martinez – College Events Coordinator**
Palo Alto College
Executive Offices Building, Room 113A
1400 W. Villaret Blvd.
San Antonio, TX 78224
Tel: **210-486-3963**
Email: **cmartinez1411** @alamo.edu
9. Notices to Contractor:

[REDACTED] **Magic in the Sky, LLC**
[REDACTED]
[REDACTED]
Tel: [REDACTED]
Email: [REDACTED]
10. Contractor shall submit all invoices to Alamo Colleges District at the following address:
Breanna Flores – Administrative Services Specialist
Palo Alto College
1400 W. Villaret Blvd.
San Antonio, TX 78224
11. Any location requirements for the Project: **Palo Alto College**
12. Content for Contractor authorized to access, transmit, use, or store data for Alamo Colleges District, if applicable
12.1 Contractor TX-RAMP certification requirement & verification of certification attachment as per 8.5.3.1: **NA**
12.2 Any information technology security level applicable as per section 8.5.3.2 (Security control requirements are

posted at <https://www.alamo.edu/link/933c81083ff9406bbce395b87047e0e2.aspx>): N/A

13. Other Requests/Requirements/Conditions/Exclusions: N/A

EXHIBIT B TO AGREEMENT TO PROVIDE SERVICES TO ALAMO COLLEGES DISTRICT
VERIFICATION OF INDEPENDENT CONTRACTOR STATUS IF INDIVIDUAL
Verification of Independent Contractor Status is mandatory if the Contractor is an individual.

Responses MUST be accurate. Contact HR Generalist for Assistance. Errors may result in discipline, including termination.

1. If the Contractor is an individual: is the Contractor currently an employee of Alamo Colleges District or has the Contractor been employed by Alamo Colleges District during the current calendar year? Yes No
2. If the Contractor is an individual: is it currently expected that Alamo Colleges District will hire the Contractor as an employee immediately following termination of the Services Agreement? Yes No
3. If the Contractor is a business: do any current employees own ten percent or more of the voting stock/shares; ten percent or more of the fair market value; or \$15,000 or more of the fair market value; or does the employee derive funds in excess of ten percent of the employee's gross income for the previous year from the business entity? Yes No

If the answer to either 1, 2, or 3 above is yes, contact Human Resources for guidance as the Contractor may be considered an employee and paid via Alamo Colleges District payroll – DO NOT proceed with a Services Agreement without H R approval.

4. Is Contractor expected to perform the services his or her own way with few, if any, instructions as to the details or methods of the work? Yes No
5. Shall Contractor use his or her own methods without training from Alamo Colleges District for the services? Yes No
6. Is Contractor's business separate from and not integrated or merged into normal ACCD business? Yes No
7. May Contractor assign another to perform the services in his or her place? Yes No
8. May Contractor select, hire, pay and supervise any helpers used by him/her and is he or she responsible for the results of the helpers' labor? Yes No
9. Are Contractor's services of limited duration with no expectation of continuing work? Yes No
10. Is Contractor the master of his or her own time, working the days and hours he or she chooses? Yes No
11. May Contractor's physical work location be anywhere he or she chooses? Yes No
12. May Contractor set his or her own order and sequence of work in performing the services (subject to specific requirements for deliverables, reports, etc.)? Yes No
13. Is Contractor to be paid by the job (*i.e.*, negotiated flat rate) as opposed to by the hour? Yes No
14. Is Contractor expected to pay for his/her business and travel expenses without reimbursement by Alamo Colleges District? Yes No
15. Is Contractor expected to select furnish & furnish necessary tools, materials and equipment? Yes No
16. Is Contractor able to work for more than one client at the same time, as time permits? Yes No
17. Does the Contractor advertise or otherwise invite the public to contract for its services? Yes No

Certificate of Insurance

Issue Date: 11/21/2022

PRODUCER [REDACTED]	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	

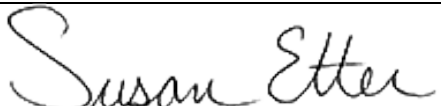
INSURED Magic in the Sky, LLC; Extreme Logistics, LLC [REDACTED]	INSURER A: Certain Underwriter's at Lloyd's, London - AA-1128623 INSURER B: INSURER C: INSURER D:
---	--

COVERAGES:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	[REDACTED]	1/29/2022	1/29/2023	EACH ACCIDENT	\$10,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$10,000,000
					PRODUCTS-COMP/ OPS AGG	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is additional insured as respects the following:

Date(s) of Display:	12/2/2022
Location:	Alamo Community College District; Palo Alto College 1400 W. Villaret Blvd San Antonio, TX 78224
Additional Insured:	Alamo Community College District; Palo Alto College 1400 W. Villaret Blvd San Antonio, TX 78224 This policy includes a 90 day extension for filing claims after the expiration of the policy
Rain Date(s):	
Type of Display:	Aerial Fireworks Display

CERTIFICATE HOLDER Alamo Community College District; Palo Alto College 1400 W. Villaret Blvd San Antonio, TX 78224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE	



Texas Department of Insurance

State Fire Marshal's Office Mail Code 112-FM
333 Guadalupe • P. O. Box 149221, Austin, Texas 78714-9221
512-676-6800 fax 512-490-1063 • www.tdi.texas.gov

APPLICATION FOR CLASS B FIREWORKS (FIREWORKS 1.3G) SINGULAR OR MULTIPLE DISPLAY PERMIT

This application must be accompanied by the appropriate fee and all documents and information required by Chapter 2154 of the Texas Occupations Code and the Fireworks Rules. Complete answers must be given to all questions.

Please print or type.

A public fireworks display permit may not be issued to any person who is under 21 years of age. Any fraudulent representation on this application shall be cause for denial, suspension, or revocation of a permit. All fees are non-refundable, except for overpayments resulting from mistakes of law or fact.

PERMIT			
CHECK ONE	TYPE OF PERMIT	PERMIT FEE	CODE
X	Singular Display Permit	\$50.00	570-07
	Multiple Display Permit	\$400.00	570-08

APPLICANT			
NAME OF APPLICANT Magic in the Sky, LLC		Telephone No. [REDACTED]	
		Fax No. [REDACTED]	
ADDRESS [REDACTED]	CITY Boerne	STATE TX	ZIP 78015
E-MAIL ADDRESS FOR NOTIFICATION PURPOSES (optional) [REDACTED]		WEB SITE ADDRESS (optional) www.MagicInTheSky.com	
Applicant doing business as (Check One)			
<input type="checkbox"/> Individual. Is the individual 21 years of age or older?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/> Partnership. Is each partner 21 years of age or older?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/> Corporation			
X Other – describe LLC [REDACTED]			

DISPLAY INFORMATION	
Date of display 12/02/2022 _____	Time 7:45PM _____
Alternate date of display N/A _____	Time N/A _____
Exact location description or address of display and/or alternate location for the display Palo Alto College 1400 W Villaret Blvd San Antonio, TX 78224	
Pyrotechnic operator licensed in [REDACTED] [REDACTED] L, [REDACTED] [REDACTED]	
Name [REDACTED] [REDACTED]	
Name [REDACTED] [REDACTED]	

QUESTIONS	
Size and estimated number of 1.3G fireworks to be discharged: 360-3" Shells 6- ASST. CAKES	
Other items (1.4G fireworks, flame effects, set pieces, etc.) N/A	
Manner and address of storage of fireworks prior to and during the display Type IV Magazines at 27002 Campbelton Road San Antonio, TX 78264 delivered to site day of show. Prior Locked Covered Trailer During All Product Loaded for Firing	
Manufacturer or distributor licensed in Texas who is to supply the fireworks: Name MAGIC IN THE SKY, LLC License number [REDACTED]	

SIGNATURES	
<p>In applying for a fireworks permit, I certify that I am familiar with and will comply with Chapter 2154 of the Texas Occupations Code and the Fireworks Rules.</p> <p>I hereby authorize the state fire marshal or any of his duly authorized deputies, upon notice, to enter, examine, and inspect any premises, building, room, or establishment used in connection with the permit for which I am applying to determine compliance with the provisions of Chapter 2154 and the Fireworks Rules.</p> <p>By my signature, I verify that the information on this application and its attachments are true.</p> <p>I understand that knowingly providing a false answer to any question or submitting false information or documents with this application may be tampering with a governmental record which is punishable under the Texas Penal Code Chapter 37, §37.10.</p>	
Printed name [REDACTED]	Title OWNER
Signature [REDACTED]	Date 11/21/2022
Printed name	Title
Signature	Date

APPLICATIONS MUST BE SIGNED BY AN INDIVIDUAL APPLICANT, BY AN OFFICER OF A CORPORATION, BY THE SOLE PROPRIETOR, BY EACH PARTNER OF A GENERAL PARTNERSHIP, BY THE GENERAL PARTNER OF A LIMITED LIABILITY PARTNERSHIP OR BY AN OFFICER OR MEMBER OF A LIMITED LIABILITY COMPANY.

APPLICATIONS SUBMITTED BY A GOVERNMENTAL ENTITY MUST BE SIGNED BY THE APPROPRIATE OFFICER. FOR EXAMPLE, A CITY'S APPLICATION SHOULD BE SIGNED BY THE MAYOR, CITY MANAGER, CITY ADMINISTRATOR, CITY SECRETARY, ETC.

Check or money order should be made payable to the TEXAS DEPARTMENT OF INSURANCE.
Mail this completed application along with the appropriate fee and additional documents to:

Mail Address:	State Fire Marshal's Office Mail Code 9999 P. O. Box 149221 Austin, TX 78714-9221 512-305-7930	Physical Address:	State Fire Marshal's Office 333 Guadalupe Austin, TX 78701 512-305-7922
		Fax No.	512-305-7922
		Web Site Address:	www.tdi.texas.gov/fire

NOTICE ABOUT CERTAIN INFORMATION LAWS AND PRACTICES

With few exceptions, you are entitled to be informed about the information that the Texas Department of Insurance (TDI) collects about you. Under sections 552.021 and 552.023 of the Texas Government Code, you have a right to review or receive copies of information about yourself, including private information. However, TDI may withhold information for reasons other than to protect your right to privacy. Under section 559.004 of the Texas Government Code, you are entitled to request that TDI correct information that TDI has about you that is incorrect. For more information about the procedure and costs for obtaining information from TDI or about the procedure for correcting information kept by TDI, please contact the Agency Counsel Section of TDI's Legal and Regulatory Affairs Division at 512-475-1757 or visit the Corrections Procedure section of TDI's web page at www.tdi.texas.gov.

SINGULAR OR MULTIPLE DISPLAY PERMIT SITE DIAGRAM/PLAN

Please make sure the below listed items are included on the site diagram

Address of display location

Show location of firing site

Show location of spectators

Show minimum secured area on all sides of firing site

Show method of restraint/security on all sides of firing site

Show location of health care, detention and correctional facilities. If there are no such facilities within the distance required by NFPA 1123, 1995 ed., please indicate such in a statement on the diagram.

Show location of school buildings and/or churches. If there are no buildings within 600 feet of the firing site, please indicate such in a statement on the diagram.

Show location of hazardous materials. If there are no hazardous materials within the distance required by NFPA 1123, 1995 ed., please indicate such in a statement on the diagram.

**Texas Department of Insurance
State Fire Marshal's Office**

**Application for Class B Fireworks (Fireworks 1.3G) Singular or Multiple Display Permit
Site Inspection Certification**

1. Name of applicant Magic in the Sky, LLC

Address [REDACTED] Telephone [REDACTED]

City Boerne State TX Zip Code 78015

2. Date of display 12/02/2022 Time 7:45 PM

Alternate date of display N/A Time N/A

3. Location and/or alternate location for the display _____

Palo Alto College 1400 W Villaret Blvd San Antonio, TX 78224

4. As the fire prevention officer, I approve of the display site and have reviewed the site diagram. Yes No

5. I approve of the location and manner for storage of display fireworks before and during the display. Yes No

6. I approve of the potential landing area for fireworks debris. Yes No

7. The display is to be conducted in compliance with TX Occupations Code, Regulation of Fireworks & Fireworks Displays and the Fireworks Rules. Yes No

8. My approval is subject to the following conditions.

List conditions, if applicable, or indicate "None" _____

9. As the appropriate fire prevention officer, I have inspected the display site(s) to determine whether this proposed display is of a nature or in a location that may be hazardous to property or dangerous to any person. This form is my notice to the state fire marshal of the results of the inspection as required in Sec. 2154.206, Chapter 2154, Texas Occupations Code.

Signature of fire prevention officer _____ Date _____

Printed name of fire prevention officer _____ Title _____

Department _____ Telephone No. _____

Email address: _____ Mobile Phone No. _____

Telephone No. 512-676-6800
Fax No. 512-490-1063
Web Site Address www.tdi.texas.gov/fire

APPLICATION FOR CLASS B FIREWORKS (FIREWORKS 1.3G) SINGULAR OR MULTIPLE DISPLAY PERMIT

APPLICANTS FOR A SINGULAR OR MULTIPLE DISPLAY PERMIT MUST SUBMIT THE FOLLOWING:

1. An application for a singular or multiple display permit.
2. A certificate of general liability insurance.

ITEMS TO BE INCLUDED ON INSURANCE CERTIFICATES:

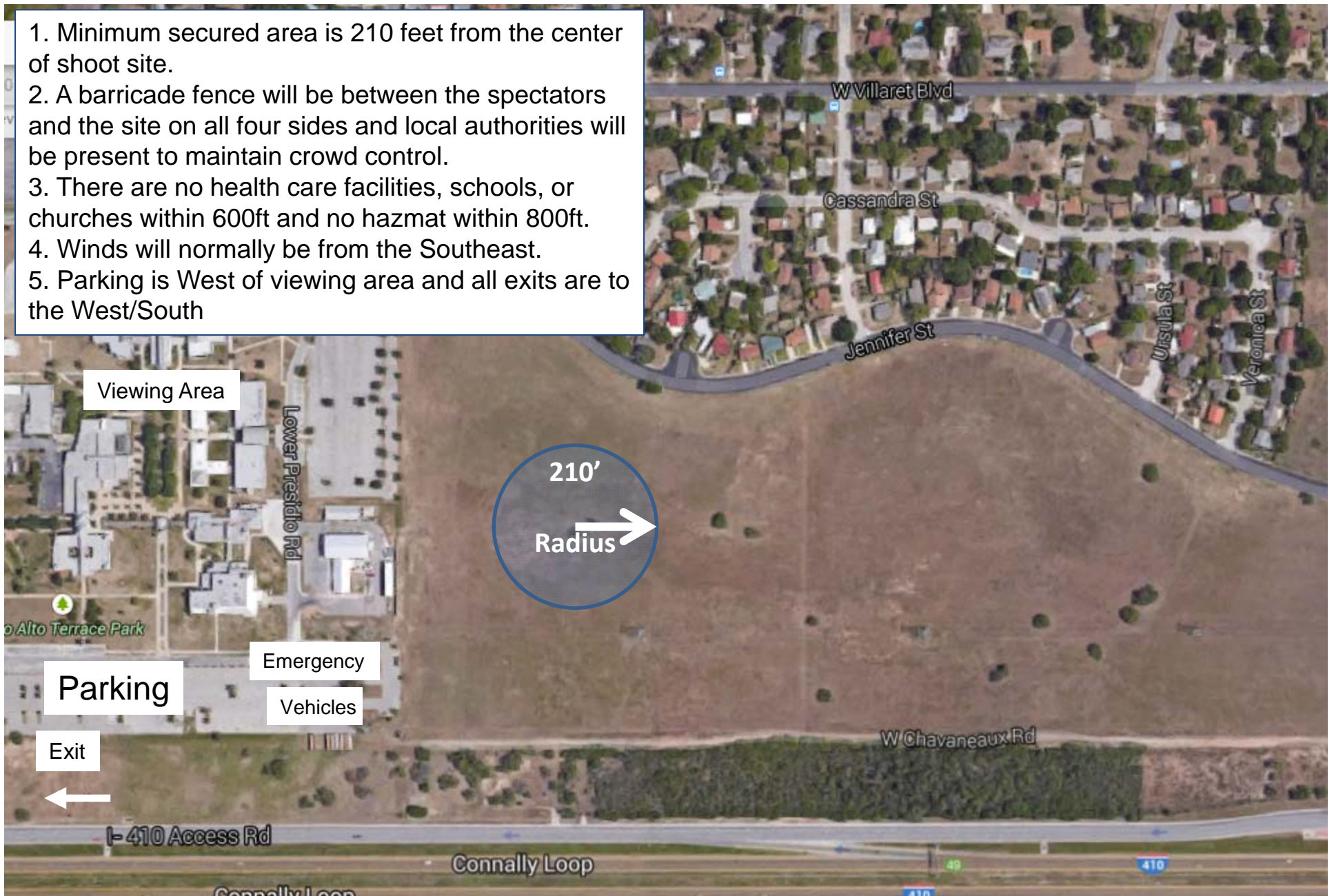
1. The name of the insurer and the policy number.
2. The name of the insured, which must be the same name as on the display application.
3. Effective dates (or days) of the policy.
4. The amount of coverage must not be less than \$500,000. The policy shall be conditioned to pay those sums the insured becomes obligated to pay as damages because of bodily injury and property damage caused by an occurrence involving the insured or the insured's servant, officer, agent, or employee in the conduct of a public fireworks display.
5. The words "fireworks display" and the date(s) of the display should appear under description of operations on the certificate. Any alternate date(s) should also be included.
6. The State Fire Marshal's Office should be listed as the certificate holder.
7. Must be issued by an insurer authorized to do business in Texas and countersigned by an insurance agent licensed in Texas.

ADDITIONAL DOCUMENTS			
If you are a Texas or Foreign Corporation submit the following	If you are a Sole Proprietorship or General Partnership submit the following:	If you are a Texas or Foreign Limited Partnership submit the following	If you are a Texas or Foreign Limited Liability Company submit the following
Certificate of general liability insurance	Certificate of general liability insurance	Certificate of general liability insurance	Certificate of general liability insurance
Corporate Charter, Certificate of Existence, or Certificate of Authority issued by the Texas Secretary of State		Certificate of Limited Partnership, Registration Application for Foreign Limited Partnership	Certificate of Organization, or Certificate of Authority issued by the Texas Secretary of State
Franchise Tax Account Status must be ACTIVE with the TX Comptroller of Public Accounts		Franchise Tax Account Status must be ACTIVE with the TX Comptroller of Public Accounts	Franchise Tax Account Status must be ACTIVE with the TX Comptroller of Public Accounts
Assumed Name Certificate from Texas Secretary of State (if using a d/b/a)	Assumed Name Certificate from your County Clerk (if using a d/b/a)	Assumed Name Certificate from Texas Secretary of State (if using a d/b/a)	Assumed Name Certificate from Texas Secretary of State (if using a d/b/a)

Texas Secretary of State: 512-463-5578

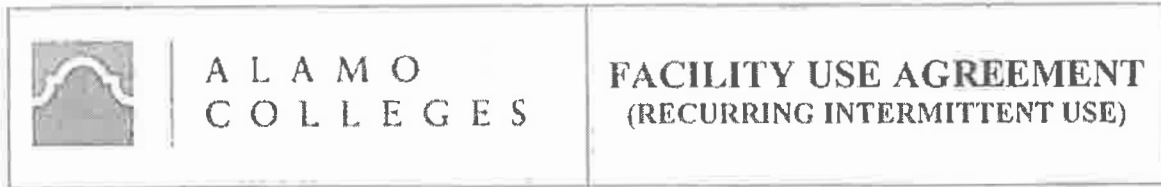
Texas Comptroller of Public Accounts 800-252-1386

1. Minimum secured area is 210 feet from the center of shoot site.
2. A barricade fence will be between the spectators and the site on all four sides and local authorities will be present to maintain crowd control.
3. There are no health care facilities, schools, or churches within 600ft and no hazmat within 800ft.
4. Winds will normally be from the Southeast.
5. Parking is West of viewing area and all exits are to the West/South



Palo Alto College 1400 W Villaret Blvd San Antonio, TX 78224

APPENDIX C
FUA EXAMPLE
(See Legal Website for updated template)



This Agreement is entered into by and between Alamo Community College District ("Alamo Colleges"), a public junior college district and a political subdivision of the State of Texas, and the "Organization," the exact legal name of which is: _____

WITNESSETH

WHEREAS, Alamo Colleges is a public junior college district comprised of district services offices and five colleges, San Antonio College, St. Philip's College, Palo Alto College, Northwest Vista College, and Northeast Lakeview College; and

WHEREAS, Alamo Colleges owns and operates the facility described at **Exhibit A** hereto, which is hereby incorporated for all purposes; and;

WHEREAS, Organization desires to utilize the Facility on a recurring basis ("Use"), upon the terms and conditions herein set forth; and

WHEREAS, Alamo Colleges shall grant the Organization the Use of the Facility, without guaranteeing Use availability beyond the Uses specified in **Exhibit A**, upon the terms and conditions herein set forth;

NOW THEREFORE, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the parties hereto agree to the **TERMS AND CONDITIONS** stated herein.

TERMS AND CONDITIONS

- I. **PAYMENT.** Organization agrees to pay Alamo Colleges the amount set forth in **Exhibit A**. Alamo Colleges will invoice organization after each scheduled use. Payment shall be made and payable to "Alamo Colleges."
- II. **RENTED FACILITY.** Alamo Colleges agrees to rent the Alamo Colleges-owned Facility specified at **Exhibit A** to the Organization under the Terms and Conditions of this Agreement. A description of the Facility authorized utilization, dates, times, and other information relating to utilization is set forth in detail in **Exhibit A**.
- III. **PARKING FACILITIES.** Alamo Colleges shall make the existing parking facilities at the rented Facility available for the vehicular traffic and parking necessitated by the Organization's Use of the rented Facility, on a non-exclusive basis, as specified at **Exhibit A**.
- IV. **MAXIMUM CAPACITY.** Organization anticipates approximately the number of participants stated at **Exhibit A** and agrees to inform Alamo Colleges of any significant changes five (5) business days in advance of a Use. Organization shall not admit a larger number of persons than can safely and freely move about the Facility. Alamo Colleges shall notify Organization of the recommended capacity of the Facility and all decisions of Alamo Colleges concerning questions arising under this Paragraph shall be final.

- V. **TERM AND TERMINATION.** The Term of this Agreement is as stated in Exhibit A, unless earlier terminated. This Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other party. **The dates of scheduled Use within the Term shall be set forth at Exhibit A.** Alamo Colleges reserves the right to cancel scheduled Uses for educational necessity or force majeure without liability by notice to Organization, in which case all amounts prepaid for cancelled Uses will be refunded. Any Alamo Colleges facility use by Organization after the expiration of the Term of this Agreement without execution of a new facility use agreement shall be subject to the terms and conditions of this Agreement and the standard facility use fees for the facility used then in effect.
- VI. **WARRANTY AND REPRESENTATION.** The Facility provided to Organization under the terms and conditions of this Agreement is provided "as is" without any warranty and/or representation whatsoever. Organization agrees to return the Facility to Alamo Colleges in substantially the same condition, normal wear and tear excepted, as it was at the beginning of the Term of this Agreement. Organization will be responsible for all damages to any Alamo Colleges property caused by Organization or caused by, relating to, or arising from Organization's utilization of the Facility.
- VII. **RELEASE OF LIABILITY OF ALAMO COLLEGES.** Organization hereby releases Alamo Colleges from all liability arising under this Agreement or relating to the Facility or any Alamo Colleges properties, INCLUDING, BUT NOT LIMITED TO, LIABILITY RESULTING FROM ALAMO COLLEGES' NEGLIGENCE, WHETHER CONTRIBUTORY, SOLE, OR JOINT, arising out of or related to this Agreement, with the sole exception of direct but not consequential contractual damages resulting from breach of this Agreement.
- VIII. **INDEMNIFICATION OF ALAMO COLLEGES AND AFFILIATES AND RELEASE OF AFFILIATES.** ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Alamo Colleges, its Board of Trustees, officers, employees, contractors, agents and assigns ("Protected Parties") from and against, and to pay to Protected Parties on demand, the amount of, any and all costs resulting from any complaints, claims, liabilities suits, damages, judgments, penalties, fines, settlements, losses and expenses (including legal fees, expert witness fees and other legal expenses and court costs), of whatsoever kind and nature, imposed upon, incurred by, or asserted against Protected Parties in any way related to or resulting from the execution, enforcement, or performance of this Agreement, or from Organization's use of Alamo Colleges' facilities ("Claims"). Organization's duty to indemnify, defend, and hold harmless Protected Parties includes, but is not limited to, Claims resulting from bodily injury or death of persons, or from damage to property and the resulting loss of its use, regardless of the ownership of such property and the identity of such persons, EVEN IF SUCH INJURY, DEATH OR DAMAGE WAS CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY. ORGANIZATION HEREBY RELEASES PROTECTED PARTIES OTHER THAN ALAMO COLLEGES from any and all Claims arising under this Agreement, EVEN IF CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY, OF ANY PROTECTED PARTY.
- IX. **INSURANCE.** Organization shall obtain at its own cost insurance to cover Organization's use of the Facility for its scheduled function at the following minimum levels of coverage:

WORKERS' COMPENSATION	STATUTORY
Must include coverage for alternate employers and borrowed servants	
EMPLOYER'S LIABILITY	
Each Accident (bodily injury)	\$500,000.00
Policy Limit (bodily injury by disease)	\$500,000.00
Each Employee (bodily injury by disease)	\$500,000.00
GENERAL COMMERCIAL LIABILITY	
General Aggregate	\$2,000,000.00
Each Occurrence (bodily injury/property damage)	\$1,000,000.00
Each Occurrence (personal injury/advertising injury)	\$1,000,000.00
Each Occurrence (Damage to Premises Rented To You)	\$1,000,000.00
All coverage must be primary and non-contributory	
UMBRELLA/EXCESS LIABILITY	
Each Occurrence	\$1,000,000.00
POLLUTION ON-SITE LIABILITY (required if Use presents risk)	
Each Occurrence	\$1,000,000.00

Organization shall, at the time of execution of this agreement, provide Alamo Colleges with a copy of a certificate of insurance evidencing all applicable required policies which must list "Alamo Community College District" as a NAMED ADDITIONAL INSURED and beneficiary of contractual indemnification coverage and waiver of subrogation.

Organization, if the U.S. Federal Government shall self-insure in at least the amounts, and for the types of liabilities, described above, with no certificate required.

- X. **NO ASSIGNMENT.** Organization shall not assign or transfer any of its rights under this Agreement without the prior written consent of Alamo Colleges. Organization herein is an independent contractor and not the agent or employee of Alamo Colleges.
- XI. **SMOKING AND ALCOHOL RESTRICTIONS.** By this Agreement, Alamo Colleges denies any rights other than expressly stated herein and specifically denies any right to Organization of possession or occupancy which would be in violation of Texas State Law, or the rules and/or policies of Alamo Colleges. Smoking, including vapor or e-cigarettes, is prohibited in all classrooms, laboratories, offices, conference rooms, hallways, and all other rooms in all buildings of the Alamo Colleges, and on all property which is owned, leased, rented, or otherwise under the control of Alamo Colleges. Dispensing and consumption of alcoholic beverages is prohibited on Alamo Colleges owned property.
- XII. **RIGHT TO ENTER.** In permitting the use of the Facility described herein, Alamo Colleges does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all laws, rules and/or policies and procedures of Alamo Colleges applicable thereto. All portions of the Facility will at all times be under the charge and control of Alamo Colleges. Alamo Colleges' agent or other authorized representative of Alamo Colleges may enter upon the Facility at all times to make inspections to ensure compliance with this Agreement.

- XIII. FORCE MAJEURE.** If performance of any obligation of either party hereunder is prevented or rendered infeasible by act of God, regulation of any public authority, civil disturbance, strike, epidemic, interruption of transportation services, war conditions or emergencies, or other similar event beyond the control of the obligated party, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform the obligations that were so prevented or infeasible.
- XIV. NOTICE.** Any notices must be in writing under this Agreement and shall be delivered by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Alamo Colleges or Organization at the addresses stated in Exhibit A.
- XV. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties with respect to the Facility. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by Alamo Colleges with respect to the Facility except as expressly stated herein.
- XVI. AMENDMENTS.** This Agreement can only be changed by an agreement in writing signed by both Alamo Colleges and Organization, except that Alamo Colleges may, by its own action, modify the rules for usage at any time with thirty (30) days prior written notice to Organization.
- XVII. COMPLIANCE WITH LAWS.** Organization shall comply with all laws, ordinances, regulations, rules and/or policies and procedures of Alamo Colleges, City of San Antonio, County of Bexar, State of Texas and the United States, that are applicable to the use of the Facility. Organization shall pay all taxes and/or fees, if any, imposed by laws in connection with its use and occupancy of the Facility.
- XVIII. VIOLATIONS.** If at any time the utilization of the Facility by Organization violates any applicable ordinances, regulations, laws, rules and/or policies of Alamo Colleges, City of San Antonio, County of Bexar, State of Texas or the United States of America, Organization shall either cease and desist from continuing such Use or shall surrender the Facility forthwith upon written demand by Alamo Colleges and served upon Organization pursuant to Paragraph XIV herein.
- XIX. ADVERTISING AND SELLING.** No advertising or other items shall be placed or posted on walls or doors in or about the Facility without prior written permission of Alamo Colleges. Alamo Colleges' name shall not be used to suggest co-sponsorship or endorsement of any activity, except with the prior written approval by Alamo Colleges. Solicitation of donations is prohibited. Organization shall not make audio or video recordings or televise or broadcast an event or any portion thereof without Alamo Colleges' written permission provided at least three (3) days in advance.
- XX. DEFACEMENT AND DAMAGE.** Organization shall not injure, mar or in any way deface the Facility and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred, or defaced. Organization will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of the Facility and will not make or allow to be made any alterations of any kind therein. Organization is responsible for any costs related to repair of damages caused by or resulting from its usage.
- XXI. ALAMO COLLEGES' EQUIPMENT.** Organization shall not use Alamo Colleges' equipment, tools or furnishings, located in or about the Facility, without the prior written approval of Alamo Colleges.

XXII. ADDITIONAL USERS OR ALAMO COLLEGES' STAFF AND STUDENTS. Organization acknowledges and agrees that, during the term of this Agreement, other events may take place at the Facility and/or Alamo Colleges' staff and/or students may be present during the course of normal business hours in and/or around the Facility, including parking lots. Organization's rights hereunder do not exclude such uses, and Organization shall conduct its activities so as not to interfere with same.

XXIII. SECURITY. Organization shall be responsible for all costs associated with providing required security for periods of authorized Use as determined by Alamo Colleges, as follows:

- A. All requests for security coverage for any use of the premises of any Alamo Colleges owned property, including, without limitation, Organization's Use of the Facility, must be communicated to the office of the Chief of Police of the Alamo Colleges Police Department at (210) 485-0088.
- B. The Alamo Colleges Police Department shall be the sole source for additional police/security coverage at all Alamo Colleges owned properties, other than as specified in subsection C, below.
- C. If Alamo Colleges Police Department is unable to provide the necessary security, Organization shall secure security from another source. **In no event shall a peace officer or security officer not employed by the Alamo Colleges Police Department be permitted to work any event at any Alamo Colleges owned property without the prior approval of the Alamo Colleges Police Department, Chief of Police.**

XXIV. INDEPENDENT CONTRACTOR. Organization and Alamo Colleges understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Organization, its employees, and Alamo Colleges. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Nothing in this Agreement shall be construed to create any borrowed servant, joint employment or leased employee status.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their signatures as shown below.

ORGANIZATION


By:  10-23-18
Date

Print Name: William Dinklage

Title: Principal owner

Attachments: **EXHIBIT A – Use Details**

ALAMO COMMUNITY COLLEGE DISTRICT

By:  10/23/18
Date

Print Name: Beatriz Joseph

Title: VPC



EXHIBIT A TO RECURRING INTERMITTENT FACILITY USE AGREEMENT

Between
ALAMO COMMUNITY COLLEGE DISTRICT
And

~~_____~~, Tax Number ~~_____~~
("Organization")

1. DESCRIPTION OF RENTAL FACILITY:

College: Palo Alto College
Address: 1400 W. Villaret Blvd.
Building Name: Aquatic/Athletic Center
Room Number(s): GYM
Parking Lot Number/Name: _____

2. Fee:

Facility Rental Fee: \$25.00 per half court per hour
Custodial Fee: 2x\$22.50 per hour for special events (4-Hour minimum)
Police Dept./Security Fee: 2x \$35.00 per hour for special events (4-Hour minimum) + an additional 30 minutes before & after
Event Supervisor: \$18.00 per hour for special events
Event Clean Up: \$200.00
Total Fee: STBD after each month of use

Event Cleanup is based on all custodial services needed at the conclusion of the event.

3. TERM: November 9, 2018 & November 10, 2018 _____

Describe any limitations or restrictions (such as specific days of the week, excluding holidays, etc.):
November 9, 2018 6:00PM-10:00PM (Set Up) November 10, 2018 8:00AM-10:00PM (Event)

4. DESCRIPTION OF USE: Organization will be using the gym for a grappling tournament

5. ATTENDANCE: Organization anticipates approximately _____ participants.

6. NOTICES:

Notices to Alamo Colleges:

Shanea Allen
Athletic Director
Palo Alto College
San Antonio TX 78224
Tel: 210-486-3800
Email: sallen83@alamo.edu

Notices to Organization:

~~_____~~
~~_____~~
~~_____~~
~~_____~~
Tel: ~~_____~~
Email: ~~_____~~

7. INVOICES TO ORGANIZATION: Organization will receive any invoices at the following address:

Organization: ~~_____~~
Attn: ~~_____~~

Street Address: _____
City/State Zip: _____
Email: _____

8. SET UP:
Tables and Chairs: _____ Number of Tables: _____ Number of Chairs: _____
Technical Support: _____; if yes, describe: _____
9. Other Requests/Requirements/Conditions/Exclusions: _____ None _____

APPENDIX C COI EXAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2018

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 20px;"></div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B:</td> <td></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> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Evanston Insurance Company	35378												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L	LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability		11/09/2018	11/11/2018	EACH OCCURRENCE <small>INCLUDES BODILY INJURY & PROPERTY DAMAGE</small> \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">WC STATU-TORY LIMITS</th> <th style="width: 30%;">OTH-ER</th> </tr> <tr> <td>E.L., EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L., DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L., DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L., EACH ACCIDENT	\$	E.L., DISEASE - EA EMPLOYEE	\$	E.L., DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L., EACH ACCIDENT	\$													
E.L., DISEASE - EA EMPLOYEE	\$													
E.L., DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 200, Event Type: Martial Arts Tournament.
 Waiver of Subrogation applies per attached MEGL 0241-01 05 16.
 Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER

Palo Alto College
 Alamo Colleges District
 Alamo
 1400 West Villaret
 San Antonio, TX 78221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Will Maddux

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Palo Alto College Alamo Colleges District Alamo 1400 West Villaret San Antonio, TX 78221
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Palo Alto College
Alamo Colleges District
Alamo
1400 West Villaret
San Antonio, TX 78221

Additional Premium: \$ See Cert

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

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Palo Alto College Athletic Pre Contract Info

Please fill out all info to help expedite the contract process

Point of Contact

Full Name: _____

Phone: _____

Email: _____

Address: _____

Organization – Exact legal name

Full Name: _____

Tax ID: _____

Organization Authorized Signatory (if different from point of contact)

Full Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Individual to Whom Invoices will be Sent (if different from point of contact)

Full Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Event date(s)

Timeframe(s) - if different for each day please specify

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Time							

Certificate of Insurance (COI)

Organization shall, at the time of execution of this agreement, provide Alamo Colleges District with a copy of a certificate of insurance evidencing all applicable required policies which must list “Alamo Community College District” as a NAMED ADDITIONAL INSURED and beneficiary of contractual indemnification coverage and waiver of subrogation. Minimum requirements below

WORKERS’ COMPENSATION	STATUTORY
EMPLOYER’S LIABILITY	
Each Accident (bodily injury)	\$1,000,000.00
Policy Limit (bodily injury by disease)	\$1,000,000.00
Each Employee (bodily injury by disease)	\$1,000,000.00
GENERAL COMMERCIAL LIABILITY	
General Aggregate	\$2,000,000.00
Each Occurrence (bodily injury/property damage)	\$1,000,000.00
Each Occurrence (personal injury/advertising injury)	\$1,000,000.00
Each Occurrence (Damage to Premises Rented To You)	\$300,000.00

Appendix D: COI Example

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) (COI Issue Date)
PRODUCER (Any Insurance Agency USA)	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED (Name must match agreement letter)	INSURERS AFFORDING COVERAGE INSURER A: ABC Insurance Company INSURER B: XYZ Auto Insurance Company INSURER C: 123 Excess Insurance Company INSURER D: Insurance R Us INSURER E:	NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	1234567890	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$
B	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2345678901	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	3456789012	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Event description: Music recital at Palo Alto College's Performing Arts Center room 190 on Dec. 11 & 12, 2022

Certificate Holder shall be named as Additional Insured and granted a Waiver of Subrogation on scheduled Liability policies.

CERTIFICATE HOLDER Alamo Community College District c/o Palo Alto College 1400 West Villaret Blvd. San Antonio, TX 78224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.