

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its Department of Employment & Economic Development/ Job Service. ("State") and ISD 709 – Adult Basic Education ("Purchaser").

Recitals

1. Under Minn. Stat. § M116J.035 the State is empowered to enter into income contracts.
2. The Purchaser is in need of digital literacy assessment and instructional services for selected UI participants at the Duluth Workforce Center, based on the Northstar Assessment and Learner Web curriculum
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Contract

1 Term of Contract

- 1.1 **Effective date:** April 15, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** November 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

Provide the services of Arthur Larsen, for up to 20 hours a week during the contract period of April 15 – November 30, 2013 (33 weeks) to: (1) attend selected REA sessions to administer the Northstar Digital Literacy screening tool; administer the full Northstar Digital Literacy Assessment to those participants whose screening indicates a need to digital literacy skills improvement; using the Learner Web instructional format created by the Minnesota Literacy Council, set up learning plans and provide lab-based computer skills instruction for participants needing instruction to reach specified Northstar Digital Literacy standards. Complete record-keeping requirements and attend trainings and meetings as required by the grant. Coordinate with ABE administrative and instructional staff for referrals, co-teaching or other required activities.

3 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

Invoice to ISD 709 for reimbursement for the hourly rate of pay and benefits for Arthur Larsen, up to 20 hours a week. State will be paid based on Mr. Larsen's hourly rate of \$25.00 for the hours worked per month, for a reported to Duluth Adult Basic Education, ISD 709.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract will not exceed \$17,500.

4 Authorized Representatives

The State's Authorized Representative is David Niermann, Director of Employment Programs, 1st National Bank Building, 332 Minnesota Avenue, St. Paul, MN 55101, or his/her successor.

The Purchaser's Authorized Representative is Beth Tamminen, Adult Basic Education Program Manager, ISD 709, 215 N. First Ave. East, Duluth MN 55802. Phone 218-336-8790 FAX 218-336-8791.

5 Amendments, Waiver, and Contract Complete

- 5.1 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.2 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its

(Provided by Department of Administration)

right to enforce it.

5.3 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser must immediately notify the State. The State will give the Purchaser instructions concerning the release of the data to the requesting party before the data is released.

8 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

9 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

10 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. PURCHASER

By: Beth Tamminen 

Title: Adult Learning Center/Adult Basic Education Program Manager

Date: 4/1/13

By: William Hanson 

Title: CFO, ISD 709

Date: 5/3/13

2. STATE AGENCY

By: David Niemann 
(with delegated authority)

Title: Director

Date: 4/29/13

3. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

Date: _____

Essentia Health SMDC
407 East Third Street
Duluth, MN 55805

ECFE Amazing Newborn Summer Program

MEMORANDUM OF UNDERSTANDING

This agreement will define the services to be provided by an ECFE staff member to continue the class "Amazing Newborn" during summer school recess June 11, 2013 through August 22, 2013.

The parent educators will provide 1.5 hours of service for each Amazing Newborn session at the Birthing Center for a total of 21 visits.

The cost to facilitate this program for the summer of 2013 will be \$1585.65.

Approvals:



Essentia Health SMDC

4-29-13

Date

Chair of the Duluth School Board
Independent School District #709

Date



~~Clerk of the Duluth School Board~~ CFO
Independent School District #709

5/3/13

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of April, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Matt Wait, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 17, 2013, and shall remain in effect until June 15, 2013, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Mr. Wait will continue to upgrade, troubleshoot, add educational apps and Storia to the Nettleton and/or Congdon I Pads as part of the Nettleton/Congdon integration partnership.

3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

Mr. Wait will not be working with Nettleton or Congdon students.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety

of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Ron Hagland and/or Bill Hanson, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Mathew Wait 4666 County Road 153 Holyoke, MN 55749 Phone: [REDACTED] mathew.w.wait@yahoo.com

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


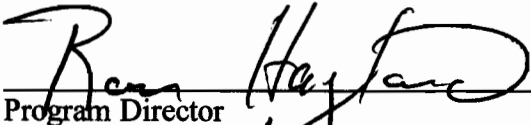

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor		April 17, 2013
	SSN/ Tax Identification Number	Date
		5-1-13
Program Director		Date
		5/3/13
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT made and entered into this 2 day of April, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and (your name)

Pamela B. Busto an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of April 2, 2013, and shall remain in effect until April 30, 2012, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Contractor shall provide the following services:

Cultural Music and Dance Presentations at the Adelante Cultural Center's Family Night on April 30th at East HS. The contractor's group the "Cumbia Ensemble" will present "A Journey of Latin American Music and Dance" for approx.35 min. The presentation will explain the origins of the music styling and dance connections of Latin American regions of South America and the Caribbean. Through this musical performance with narrative, students, teachers and the community will be exposed to different cultural perspectives and people of different ethnicities.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$1,080. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. TIN Number (SSN#) ~~XXXXXXXXXX~~ 9542.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment shall be made by the District in an amount not to exceed \$1,080 within 30 days of submission of a proper invoice by the Contractor.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail (Your Address) 2411 John Ave
Superior, WI
54880

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Pamela B. Bustos
Contractor (Print Name)
Ron Hanson 4.10.13
Program Director

Pamela B. Bustos 4-8-13
Contractor Signature date
W. C. Hanson 4/18/13
Director of Business Service

OK
EE

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of April, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Leon Boykin, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 4, 2013, and shall remain in effect until June 30, 2013, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Leon Boykin will provide classroom presentations of African American Culture Awareness at Nettleton Elementary schools.

Sessions will be three days per week for six weeks for one hour each. Mondays will meet with 3rd graders. Wednesdays will meet with 4th graders. Fridays will meet with 5th graders. The content will consist of the following:

- Week One – Swahili: The continental language of Africa
- Week Two – What I know about my African American Culture
- Week Three – Special African American Holidays
- Week Four – Prominent African Americans
- Week Five - Puzzles Solution
- Week Six – Community Circle-reflecting on what the students learned

3. **Background Check.** (Not applicable)

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$900.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity twice for payment. Payment will be made in the amount of \$50.00 per hour. Maximum billable time per event is equal to Student/presentation time of one hour in any given day this contract will exclude preparation and travel time.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of
Leon Boykin, 417 E. 6th St Duluth MN 55805
~~(608) 216-5775~~

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

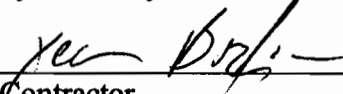
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

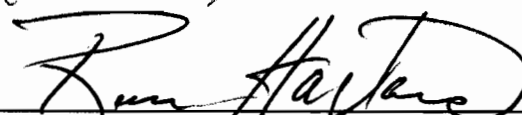
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

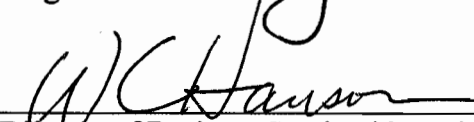
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

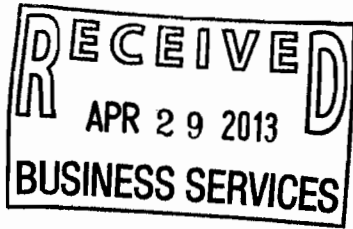
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor _____ SSN/ Tax Identification Number _____ Date 4-4-13


Program Director _____ Date 4-4-13


Director of Business Service / Superintendent of Schools _____ Date 4/4/13



Lincoln Park Middle School Class Party

Vista Fleet

323 Harbor Drive
Duluth, MN 55802

Phone: 218-722-6218 / 877-883-4002

Fax: 218-722-0448

www.vistafleet.com ssteinbach@vistafleet.com

Prepared For:	Deb DeVaney Lincoln Park Middle School	Event Date:	6/5/2013 - Wednesday
Address:		Phone:	Work: 218-626-4512 ext. 131
Email:	deborah.devaney@duluth.k12.mn.us	Guest Count:	220
Proposal #:	2552	Occasion:	Class Party
Service Style:	Charter	Last Change:	4/22/2013
Sales Person:	Sarah Steinbach ssteinbach@vistafleet.com		
Venue:	Vista Star 323 Harbor Drive Duluth, MN 55802		

Room	Start:	End:	Notes:	Charge:
Private Full Boat	12:15 AM	2:45 PM		\$0.00
Timeline:	11:45 AM Setup		DJ may board to set up	
	12:15 PM Boarding			
	12:45 PM Departure			
	2:45 PM Return		DJ and passengers will have until 3:00pm to exit the boat	

Pizza Party

1 complimentary chaperon per 10 students.

Pizza Party

Food

Qty	Description	Unit Price	Total
20	Pizza Party	\$0.00	\$0.00
200	Pizza Party	\$15.50	\$3,100.00
		Food Subtotal	\$3,100.00

Beverage

Soda is included in meal pricing.

Charges:	\$3,100.00
Food Tax Tax:	\$313.88
Post-Tax Subtotal:	\$3,413.88
Payments:	\$0.00
Total Due:	\$3,413.88

225 passengers is the max capacity of the vessel.



Contract

Vista Fleet

323 Harbor Drive
Duluth, MN 55802

Phone: 218-722-6218 / 877-883-4002

Fax: 218-722-0448

www.vistafleet.com ssteinbach@vistafleet.com

Prepared For:	Deb DeVaney Lincoln Park Middle School	Event Date:	6/5/2013 - Wednesday
Address:		Phone:	Work: 218-626-4512 ext. 131
Email:	deborah.devaney@duluth.k12.mn.us	Event Title:	Lincoln Park Middle School Class Party
Contract #:	2552	Guest Count:	220
Service Style:	Charter	Occasion:	Class Party
Sales Person:	Sarah Steinbach ssteinbach@vistafleet.com	Per Person:	\$15.52
Event Total:	\$3,413.88	Deposit Due:	5/3/2013
Deposit:	\$853.47	Last Change:	4/22/2013
Venue:	Vista Star 323 Harbor Drive Duluth, MN 55802		

Timeline:	11:45 AM Setup	DJ may board to set up
	12:15 PM Boarding	
	12:45 PM Departure	
	2:45 PM Return	DJ and passengers will have until 3:00pm to exit the boat

Special Contract Notes

225 passengers is the max capacity of the vessel.

Acceptance

Once this contract is accepted, we will remove from our inventory and consider sold to you for your event, vessel space pursuant to the stated boarding, departure and return times.

Billing Procedures and Deposit Schedule

A 25% deposit is due, along with the signed contract on the date indicated. Deposits and payments will be applied to your account in the form of credits. Deposits are non-transferable and non-refundable within 60 days from the cruise.

The final payment is due (2) days prior to the cruise date. After the final payment has been made, any additional passengers must be paid prior to departure. There shall be no refunds given for no-show passengers. If it is anticipated that other costs may be incurred, a pre-authorized credit card is required.

Payments may be paid in the form of cash, check or charge. Please make checks payable to Vista Fleet.

All charges not paid within 30 days of the cruise date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should Vista Fleet, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Cancellations and Service Commitment

The initial deposit is refundable if canceled a minimum of 60 days prior to the cruise.

When you contract for event space and for food and beverage services, those vessels and/or services are removed from our inventory and considered sold to you, and Vista Fleet makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Vista Fleet to know in advance whether or under what circumstances or at what rates it would be able to resell your services or facilities if you do not use them, as the result of a cancellation of your event. For that reason and others, we agree that in the event of cancellation less than 60 days prior to the event, the deposit will not be refunded. The deposit represents a reasonable effort on behalf of the Vista Fleet to establish its loss prospectively and shall be held as liquidated damages. The deposit is intended to compensate Vista Fleet for all of its losses associated with cancellation.

Conditions

In consideration for payment made, the Vista Fleet shall provide vessel, Captain, crew, and the performance of any understandings herein described. The Captain shall be responsible for the operation and navigation of the vessel only.

Zero Tolerance Position

The Chartering Party shall assume responsibility for the maintenance of order and the conduct of and damage caused by its guests or passengers at all times while aboard the vessel, and will not engage in, or permit those in its party to engage in any unlawful acts. This includes the sale or consumption of alcoholic beverages by persons under the age of twenty-one, and the sale or consumption of illegal substances. Any violation of this agreement shall enable the Vista Fleet to terminate the agreement and will result in the forfeiture of all fees. If such violation occurs while the vessel is underway, the Captain may proceed immediately to shore and disembark passengers. Law enforcement people will be called if necessary. Vista Fleet is not responsible for any loss or damage to anything left on the vessels.

Confirmation

Unless other arrangements are specifically permitted in this Agreement, the Chartering Party is responsible for confirming minimum number of passengers two weeks prior to the cruise date, no allowances or credit will be made after this date for any decrease in number of passengers served. If the number of passengers should increase, the group or chartering party is responsible for calling the final count (2) days prior to the cruise and guests will be added based upon availability. If no number is received, the Vista Fleet will set, serve, and charge for the number of people estimated on this contract. If the final count exceeds the number reserved, the Vista Fleet will make the determination of availability of space and food service.

Beverage Service

Vista Fleet will provide any and all beverage services. No outside beverages or liquor may be brought on board due to licensing. We offer a full bar, house wine and select beers. Pepsi products are also provided.

Chartering parties may choose a Host, Partial Host, or Token Bar; a credit card on file is required and the balance of the bar plus 15% gratuity and liquor tax will be charged to the credit card on file immediately after the cruise.

Food Service

Our preferred caterers; Savories Catering and Black Woods Catering are among the finest in the Northland, providing full-service catering on board our vessels. Each offers a unique style and presentation of their listed menus.

We strongly recommend working directly with our caterers if you desire a customized menu for your event. Our preferred caterers also provide rental services of linens, china and flatware, napkins, and service staff. Food service gratuities, service charges and taxes will be additional and determined by the caterers.

For a nominal fee discussed with your Vista Fleet Sales Coordinator, you may bring on board a caterer of your choice. However, Vista Fleet will take care of all your beverage needs.

No food or beverage, with the exception of wedding/birthday cake, pretzels and mixed nuts, may be brought on board without the prior authorization of the Vista Fleet. Minnesota State Health Department regulations and the Vista Fleet prohibit any food product left over to be taken off the premises.

In case of inclement weather, Vista Fleet vessels are climate controlled and enclosed. Should a severe weather condition develop, and the Captain determines that conditions mandate that the cruise be canceled; a full or partial refund of your charter rental will be issued based on the circumstances. Food service contracts must be dealt directly with the caterer.

Vista Fleet Policies

ANIMALS: No animals or pets of any kind, except service animals, are allowed on Vista Fleet vessels.

ENTERTAINMENT & OUTSIDE CONTRACTORS: Vista Fleet must approve of any entertainment and outside contractor to be brought onto the vessels. Your outside contractors must comply with all requirements Vista Fleet deems appropriate, in its sole discretion, regarding use of function space, vessels, and use of Vista Fleet's services.

Acceptance

I have read and understand the policies and procedures as outlined and agree to the terms and conditions stated

Date: _____ Sarah Steinbach/Vista Fleet Representative: _____

Credit Card Authorization Form

CREDIT CARD HOLDER INFORMATION

NAME ON CREDIT CARD: _____
TYPE OF CREDIT CARD: (Circle One) VISA MC AMEX DISCOVER
TYPE OF ACCOUNT: (Circle One) PERSONAL BUSINESS
COMPANY NAME: _____

ACCOUNT NUMBER: _____
EXPIRATION DATE: _____
BILLING ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE: _____ EMAIL: _____

AUTHORIZED USER OF CREDIT CARD

NAME: _____
COMPANY: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
TYPE OF CHARGES: _____
AUTHORIZED AMOUNT: _____
DATES OF CHARGES: _____

AUTHORIZATION OF CARD USE

I certify that I am the authorized holder and signer of the credit card referenced above.

I certify that all information above is complete and accurate.

I hereby authorize collection of payment for all charges as indicated above. Charges may not exceed the amount listed above in the "AUTHORIZED AMOUNT" field. I understand this is only for up to this amount during the time period of "DATES OF CHARGES" referenced above. If additional charges are going to be authorized a new form will have to be completed.

CARDHOLDER NAME _____
SIGNATURE _____ DATE _____