

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO

0001070232

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
01/30/2013		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
758057 SMITH POONV	04ASPH145	

Vendor: 0000016716
 CELEBRATIONS
 7501 GALILEE ROAD
 ROSEVILLE CA 95678

email:



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

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	RENTAL OF 6' TABLEDRAPE -WHITE	25.00	EA	14.40	360.00	02/05/2013
2- 1	DAMAGE WAIVER	1.00	LOT	32.40	32.40	02/05/2013
3- 1	DELIVERY CHARGE	1.00	LOT	55.00	55.00	02/05/2013

QUOTE # Q7152

DELIVERY DATE : 2/5/13
 PICK UP DATE : 2/7/13


Sub Total Amount	447.40
Sales Tax Amount	0.00
Total PO Amount	447.40

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	FL.VI.VTEA	49990	00000	316C	447.40	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

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

Authorized Signature


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

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER TERMS AND CONDITIONS

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

Los Rios Community College District

Page 1 of 1

Requisition

Req. No.	758057
P.O. NO.	

Vendor Code	
Approved	
Terms	
F.O.B.	

FLC BUSINESS SERVICES

DATE 1/25/13 Celebrations

VENDOR Best Vendor 2013 JAN 25 A 10:42

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

DELIVERY INSTRUCTIONS

04 ASPH 145

Location Code

FLC BUS

College/District Location Department

AR01 2/5/13

Division Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				
1	6 foot white fitted table cloths	5	EA		
2	72 length x 30 width total				
3	1 piece seamless design				
4	edges are folded and hemmed				
5	rectangular				
6	Not to exceed \$500.00				
9	table linen rental	25	EA	14.40	360.00
10	see attached quote waiver	1	EA	32.40	32.40
11	# Q715 2				
12	Delivery 1		EA	55.00	55.00
13					
Purchases Charged to Categorical Programs, Grants or Special Projects				Sales Tax	
This purchase is in compliance with the requirements of _____				VTEA	
Program Director/Coordinator Signature _____				Program Name <u>316C</u>	
For grants/special projects _____				Project/Grant Number _____	
				Total	
				447.40	
Program Goal/Objective Number/Explanation					

PO Comments:
 Contact: Linda Santoro
 at home 916-605-6700

Delivery to:
 FLI ASPEN HALL
 See 9-

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Gandy Smith 6/4/2013

REQUESTED BY: _____

AUTHORIZED: Deanne Fickler 1/25/13

APPROVED: _____

GENFD/4300/12 / FL.VI. VTEA

Bus. Unit	Account *	Fund	Org	Amount
4499	00000	2013	316C	\$ 447.40
Program	Sub-Class	BY	Proj/Grnt	Amount
Bus. Unit	Account *	Fund	Org	\$
Program	Sub-Class	BY	Proj/Grnt	Amount

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____

Instructions on Reverse

REQ# 758057

Status: Quote

Quote #: q7152



7501 Galilee Road
Roseville, CA 95678
www.CelebrationsPartyRentals.com
916-773-2133 phone
916-773-4112 fax

Operator: Megan Coupe
Terms: C.O.D.

Customer# 10945
Folsom Lake College 916 608-6719 FAX 916 608-6895
10 College Pkwy Contract Info:
Folsom, CA 95630

Quoted To: Candance

DELIVERY AND PICKUP

Delivery Date: Tue 2/5/13
Pickup Date: Thu 2/7/13
Address: 10 College Pkwy ; Folsom, CA 95630

Contact:
Phone: -

Qty	Items Rented	Status	Each	Price
25	6' TABLEDRAPE - WHITE	Quoted	\$14.40	\$360.00
Qty	Items Sold	Status	Each	Price
1	DELIVERY - FOLSOM	Delivery	\$55.00	\$55.00

Quote valid for 30 days.

YOU ARE IN CHARGE OF SET-UP AND TEAR DOWN UNLESS ARRANGED IN ADVANCE.
SET-UP AND TEAR DOWN ARE CHARGED SEPARATELY.
ITEMS SHOULD BE STACKED AND PACKAGED IN THE SAME MANNER AND LOCATION IN WHICH THEY WERE DELIVERED.

PLEASE NOTE: TENTING ITEMS INCLUDE SET-UP AND TEAR DOWN BY CELEBRATIONS.

RENTAL CONTRACT

THIS IS NOT A CONTRACT:
Quotes or proposals do not guarantee availability of rental equipment.
Orders over \$100.00 require a 25% deposit and a valid credit card to reserve equipment items.
All tent reservations require a valid credit card and a 50% nonrefundable deposit due at the time of reservation.

Rental w/ 10% Disc:	\$360.00
Damage Waiver:	\$32.40
Sales:	\$0.00
Delivery Charge:	\$55.00
Misc. Charges:	\$0.00
Subtotal:	\$447.40
Sales Tax.:	\$0.00
TOTAL:	\$447.40
PAID:	\$0.00
AMOUNT DUE:	\$447.40

SIGNATURE: _____
Folsom Lake College

TERMS AND CONDITIONS:

For the purpose of this Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean its agents and/or employees. In consideration of hiring of the items (herein "the rental item or rental items") described on the front of this Rental Agreement it is agreed as follows:

1. **Indemnify/Hold Harmless:** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY AND DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS RENTAL CENTER FROM AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEY FEES, AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTAL CENTER.
2. **ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE ITEMS RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE RENTAL CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY AND OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE RENTAL ITEMS, AND CUSTOMER FURTHER AGREES TO WAIVER, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST RENTAL CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
3. **TITLE AND OWNERSHIP.** The items rented shall at all times be and remain the sole and exclusive property of Rental Center. Customer shall have only the rights to use the rental items in accordance with the terms of this agreement. Rental Center shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of Rental Center. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Rental Center.
4. **INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the rental items and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customer responsibility to inspect the rental items prior to its use and to notify Rental Center of any defects prior to use, NOT AFTER THE EVENT.
5. **REPLACEMENT OF MALFUNCTIONING ITEMS.** If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify Rental Center. Rental Center will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. Rental Center is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.
6. **WARRANTIES.** Rental Center is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties of fitness which may be accorded by law or otherwise. There are no warranties or merchantability or fitness, either express or implied. There is no warranty that the rental items are suited for Customer's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.
7. **HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless Rental Center its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise and expenses, of every character whatsoever, resulting from the actions, negligent or otherwise, of Customer, Customer's employees and agent of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by Rental Center in defending suit and actions involving liability covered by the indemnification provision in this paragraph.
8. **TIME OF RETURN.** Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligations under this contract. Time is of the essence in this agreement. Any extension must, at Rental Center's election be mutually agreed upon in writing.
9. **ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS.** The Rental Center may assign its right under this contract without the Customer's consent, but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without the Rental Center's written permission. Any purported assignment by the Customer is void.
10. **RETURN OF RENTAL ITEMS.** At the termination of this agreement, Customer shall return all the rental items to Rental Center's premises during Rental Center's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Rental Center's regular business hours. If Rental Center has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by Rental Center.
11. **INSPECTION BY RENTAL CENTER.** Rental Center shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Customer's premises.
12. **COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. Rental Center may at the Customer's request act as the agent to obtain required permits and/or licenses. If those agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Rental Center or its sub-contractors. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the rental items when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the rental items; permit any repairs to the rental items without Rental Center's prior written permission; or, allow a lien to be placed upon the rental items.
13. **DELIVERY/PICK UP.** The Rental Center's standard delivery and pick-up policy shall be at our convenience. Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. Upon pick-up, all items must be stacked / bagged in the same manner and location that they were delivered; china, flatware, etc. needs to be scraped (not rinsed) and stacked in the same containers in which they were delivered. On pick up, a knock down fee will result if rental items are still up.
14. **WILL-CALL.** It is the Customer's responsibility to verify the rental order upon leaving The Rental Center. The Customer assumes responsibility for rental equipment once the order has been loaded and verified by your signature. Will-Call orders require payment at the time of pick-up. The Rental Center will assist you in loading and unloading Customer's vehicle; however we will not take responsibility for damage to your vehicle or the way in which the items are secured.
15. **LINENS.** Table linens are inspected prior to pick up and upon return. DO NOT ROLLUP OR PLACE WET LINENS IN ANY BAG — mildew will result. Return all linens dry and free of waste. DO NOT LAUNDRER LINENS after use.
16. **DIRTY OR DAMAGED ITEMS.** Customer agrees to pay for any damage to rental items regardless of cause, except reasonable wear and tear, while rental items are out of possession of Rental Center. Customer agrees to pay a reasonable cleaning charge for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost or repair of damaged goods. Rental Equipment damaged beyond repair will be borne by the Customer, whether performed by Rental Center, or at the Rental Center's option by others.
17. **DAMAGE WAIVER.** For security against damaged items, The Rental Center automatically includes a nonrefundable damage waiver of 9% on all orders. Damage viewed as excessive by The Rental Center will result in additional charges (the cost of repair or the full replacement cost of rental items) due immediately. The Rental Center assumes risk of damage to rental items, except the following risks assumed by the Customer: [a] Loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory items such as extension cords, etc. [c] Loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. [d] Damage waiver is null and void if damage is caused by a third party not associated or related to Customer. In this instance the Rental Center reserves the right to collect from person or company causing damage. THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE.
18. **THEFT OF RENTAL ITEMS.** The Customer agrees to pay for rental items [at its replacement cost when rented] for all types of theft or mysterious disappearance. Damage Waiver does not cover theft.
19. **RETAKE OF RENTAL ITEMS.** If for any reason it becomes necessary for Rental Center to retake the rental items, Customer authorizes rental center to retake the rental items without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of items.
20. **RECOVERY OF LITIGATION COSTS.** If any legal action or other proceeding is brought for the enforcement of this Agreement or Purchase Order, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement or Purchase Order, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and costs, expert witness fees and costs and other costs incurred in that action or proceeding in addition to any other relief to which it or they may be entitled.
21. **WEATHER RELATED RISKS.** Customer assumes all weather related risks involved in holding an outdoor tented event. Rental Center will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Rental Center's control, Customer shall still be liable for payment in full of all charges.
22. **PREPARATION OF SITE.** Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man made, prior to the arrival of the Rental Center's work crew. Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Rental Center's work crews. Customer assumes full responsibility for damage to all Underground Facilities. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all costs involved to any delay, additional rental, and all costs including collection and legal expense.
23. **COOKING UNDER TENTS.** Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.
24. **ELECTRIC POWER AND LIGHTING.** Customer agrees to furnish Rental Center access to, and the right to use Customer's electrical and power lines for the installation and operation of the rental items.
25. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Rental Center to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provisions.