

### FOLSOM LAKE COLLEGE EL DORADO CENTER | RANCHO CORDOVA CENTER

VENDOR: THE BIG BANG

10 College Parkway Folsom, CA 95630

## FLC FOUNDATION "ONE NIGHT" EVENT

PO Date: Sep 24, 2013

SHIP TO:

RECEIVING

Date Required: Oct 18, 2013

BILL TO:

Ordered By: SALLY HOWARD

FOLSOM LAKE COLLEGE

10 COLLEGE PARKWAY

FOLSOM, CA 95630

Requisiton #: 36810

FOLSOM LAKE COLLEGE

10 COLLEGE PARKWAY FOLSOM, CA 95630

ATTN: BUSINESS SERVICES

2231 S STREET		
SACRAMENTO	CA	95816
EMAIL: thebigbangever	nts@gm	ail.com

PH: 916.736.9061 FA

FAX: 916.736.9071

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	RENTAL DECORATIONS PER INVOICE#_1995 DATED 9/12/13	1.00	LOŤ	\$3,750.000	\$3,750.00
	TO INCLUDE VENDOR SET-UP AND BREAK DOWN ON EVENT DATE FRIDAY 10/18/2013				
2	DEPOSIT DUE WITH PURCHASE ORDER PRE PAID_ CHECK# 672	1.00		\$-2,750.000	\$-2,750.00
	CLIENT: FOLSOM LAKE COLLEGE IS REQUIRED TO MEET WITH THE BIG BANG 10 -14 DAYS PRIOR TO EVENT DATE TO CONFIRM FINAL SERVICES AND TOTAL COST OF CONTRACT .				
	BALANCE DUE BY 10/8/2013 OR NO LESS THAN 10 DAYS PRIOR TO EVENT DATE.				
	Shipping/Handling (taxable)				· · · · · · · · · · · · · · · · · · ·
INSTRU	ICTIONS:			Sub Tota	\$1,000.00
EMAI	L INVOICE TO:	State Tax %	6	] State Tax	\$0.00
Brenda Haney 916.608.6635 haneyb@flc.losrios.edu				Shipping	3

All shipments, invoices, and correspondence must be identified with our Purchase Order Number Direct all deliveries and delivery documents to the SHIP TO address.

Direct all correspondence and invoices to the BILL TO address.

NO PAYMENT will be made without an invoice.

Payment Terms: NET 30

AUTHORIZED SIGNATURE AND DATE taklin <u>taakli</u>

Total PO Amount

\$1,000.00

### LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College <u>PURCHASE ORDER TERMS AND CONDITIONS</u>

- 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.
- TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
   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.
- NOTICE: Your employees <u>may</u> 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 <u>may</u> 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.

# The Big Bang

## 2331 S Street Sacramento, CA 95816 (916) 736-9061 phone (916) 736-9071 fax bigbangevents.net

Thank you for selecting The Big Bang Event Design to coordinate your special event. After the initial consultation, each prospective contractor of services (client) will have a grace period of no more than ten (10) days to accept or decline the services offered by The Big Bang. The following list of terms shall be considered a binding contract between The Big Bang and the undersigned client. Upon agreement to the terms of this contract:

- The Big Bang will reserve a date / time, and initiate the planning and execution, for the client's event. A 1. deposit (retainer fee), which is discussed below, will be required at this time.
- An invoice, including the estimated price (see provision # 3 below) of services / products offered by The 2. Big Bang, will be submitted at this time. The invoice will be attached to, and become part of, this contract.
- Due to the fact that the products offered by The Big Bang are commodities, it is necessary to estimate 3. the price of the products for this contract. The price "estimated" will become a permanent and binding part of this contract when the client concludes the scheduled follow-up appointment as required by provision # 4 of this contract. If the estimated "cost of product" agreed to in this contract changes, The Big Bang will notify the client at this time. Also, The Big Bang will offer an alternative product that will meet the originally estimated cost of this contract at this time.
- 4. The client will be required to schedule a follow-up appointment ten (10) to fourteen (14) days prior to the scheduled event. This appointment is for confirmation of the final total cost of this contract, as well as the services / products to be provided by The Big Bang for the contracted event. The scheduled confirmation may be conducted, at the client's discretion, either in person or by telephone.
- If the follow-up consultation / confirmation does not occur, and other arrangements are not made by the 5. client, this contract will be considered null and void, and all contracted services / products offered by The Big Bang will be cancelled.
- 6. All services / products specified in this contract will be considered permanent ten (10) days prior to the scheduled event.
- 7. Any changes to this contract made ten (10) days, or less than ten (10) days, prior to the scheduled event will be subject to The Big Bang's discretion.
- 8. All rental properties included in this contract must be returned in original working order / condition no later than seven (7) days after the scheduled event. If said rental properties are not returned in the specified time and manner, the client will be charged full retail replacement value of said properties.
- The payment schedule required by this contract is as follows: 9.
  - There will be no charge for the initial consultation.
  - Once this contract is entered into, the client shall remit a non-refundable deposit of no less than fifty (50) percent of the total cost of this contract. All deposits will be applied to the cost of this contract. The balance of this contract shall be paid no less than ten (10) days prior to the scheduled event. If the balance due is not paid within the time parameters established in this contract, and no other arrangements are made by the client, this contract will be considered null and void, and all contracted services / products offered by The Big Bang will be cancelled.
  - If this contract is entered into thirty (30) days, or less than (30) days, prior to the scheduled event the client must remit payment in full.
  - Any revisions, or additions, made to this contract by the client ten (10) days, or less than ten (10) days, prior to the scheduled event must be paid in full at the time of the request.

Signature

Date

## The undersigned parties have read, and agreed to, all provisions contained in this contract.

Printed Name Signature Date

(Area Code) Telephone Number ORIGINAL

<u>916.736.9061</u> (Area Code) Telephône Number

<u>112</u>

The Big Bang 2331 S Street Sacramento, Ca 95816 (916) 736-9061 bigbangevents.net

# INVOICE PO#CBF-14044

Folsom Lake College 10 College Parkway Folsom, CA 95630 Attention: Kristin Haas	Invoic		1995 Event date: 10/18/13
haask@flc.losrios.edu 608-6705		Invoice Date	Ó9/12/2013
		Due Date	09/12/2013

ltem	Description	Unit Price	Quantity	Amount
Product	Centerpieces: Square tray landscape style centerpiece with moss, faux succulents, moss balls, manzanita branches with hanging candles etc. Add ring of votive candles. (Rental)	75.00	24.00	1,800.00
Product	Back bar mural for glass wall. (Rental)	, 300.00	1.00	300.00
Product	17' x 25' backdrop for stagecoach. (Rental)	350.00	1.00	350.00
Product	Red draping for VIP room backdrop. (Rental)	350.00	1.00	350.00
Product	Ultra suede toppers for guest tables. (Rental)	10.00	24.00	240.00
Product	Lamp posts. (Rental)	25.00	2.00	50.00
Product	Red toppers for cocktail tables. (Rental)	0.00	10.00	0.00
Product	Black pedistals for auction items. (Rental)	15.00	14.00	210.00
Service	Delivery, setup and breakdown charge.	450.00	1.00	450.00
Event loc	event date: Friday, October 18, 2013 ation: Folsom Lake College art time: 5:30 PM			
		Subtotal		3,750.00
		Total		3,750.00
		Amount Paid		0.00

Balance Due

\$3,750.00

VID: 1151 FOLSOM EL DORADO CENTE	LAKE CO R   RANCHO CORDO	<b>L L E G E</b> ova Center		CHECK ONE ASG(71,72) College Act. Foundation(1 IR(13,14) Harris Ctr(55	33)
allulia CAMPUS-BA	ASED RE(	QUISIT	ION		
VENDOR The BIA Bana	REQ. # CBF		ng kanan walika tamin ng minana kanang ka		901 <b>9</b>
ADDRESS 2331 S. Street	PO REQUIRED	1044		NO	
STATE <u>CA</u> zip <u>955/10</u>	DATE REQUIR	=D			
ITEM DESCRIPTION 1 DECOR for One Night ene	m2 on	QTY	UNIT	UNIT PRICE	TOTAL
2 10/18/130					-
4 5					
6 7					
8 9					
10 Check Distribution	959-979-979-979-979-979-979-979-979-979-			Sub-Total	
Call Student, Hold for pick up # Call, Hold for pick up #		alantika katanganganatika katan		Sales Tax Freight	
Forward to, Hold for pick up #					3,750.00
Inter-Campus mail to USPS mail	ann an ann an ann an an ann ann ann ann	NAN GRAFFANGESIN (ARBITRIK)			
Other					
Account Name Bus Unit Account           Account Name         Bus Unit         Account           Account Name         Bus Unit         Account		partment	Program	// Class Project	\$ Amount
AUTHORIZED MALIN VIEW	Budget Checke	T	iness Service	s Use Only Vendor ID	1151
APPROVEDFaculty Advisor/Administrator	Voucher # Warrant #			Date	3

 $\checkmark$ 

WHITE-YELLOW-PINK: BUSINESS OFFICE GOLDENROD: ORIGINATOR

Rev. 7/13



LOS RIOS COMMUNITY COLLEGE DISTRICT AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET (Except for Grants & Categorical Contracts) ARC CRC DO FLC FM SCC OTHER Agreement/Contract With: The BIG Bang State the business terms of agreement: Rental of Decorations dor: Foundation "One Night" Find Raving Event on 1018113 This agreement consists of the following documents: FLC PC#\_CBF14044 FLC RECH Windor Invoice & 1995 Under Vental Contract Dated 9/23/13 CPj44%{U} Funding Source: FLC. FOUNDATION Amount \$ 3,750.00 3ANFL 901 83 FLCP. FOUN 7-090300000 6495 I have read and agree with the terms of this agreement: By: Jull How all Date: 9/24/12 inela Managen Succession (Print Name) Ward College VPA, DO, FM, Director Lapprove as to Substance Aukler Date: 9/257/3 By: Mathleou Kuth beakings (Print Nume) General Services l Br: Date: Director General Services General Counsel (When necessary) Changes necessary as specified on the document or on the attached memorandum. Approved as to form. By: Date: General Counsel Los Rios Community College District By: Date: Deputy Chancellor El Vice Chancellor, Ed & Tech. X Vice Chancellor of Resources and Economic Development GS113/Rev 10/14/08