



FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway
Folsom, CA 95630

PURCHASE ORDER NO. CBF14053

Theatre Arts

PO Date: Dec 1, 2013

Date Required: Dec 6, 2013

Ordered By: David Harris

Requisition #: 35967

VENDOR: BARRY KORNHAUSER
1065 COLUMBIA AVENUE
LANCASTER PA 17603

SHIP TO: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM, CA 95630
BILL TO: FOLSOM LAKE COLLEGE
ATTN: BUSINESS SERVICES
10 COLLEGE PARKWAY
FOLSOM, CA 95630

PH: 717-824-5705

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
	Non-Exclusive, Non-Professional License for Stage Performance of RECIPE FOR DISASTER for period of December 6 - 15, 2013; to be performed at Folsom Lake College - Director David Harris				
1	Performance Royalty Fee Pre-Paid Check# 94-030386 12/03/13	1.00	EA	\$500.000	\$500.00
	Shipping/Handling (taxable)				

INSTRUCTIONS:

Sub Total

State Tax %

State Tax

Shipping

Total PO Amount

EMAIL INVOICE TO:
Brenda Haney 916.608.6635
haneyb@flc.losrios.edu

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

Andrew Kubler 12/5/13

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.

**FOLSOM LAKE COLLEGE
EL DORADO CENTER-RANCHO CORDOVA CENTER**

CHECK ONE

ASG(71,72)

College Act. Trust(81)

Foundation(83)

IR(13,14)

Three Stages(55)

CAMPUS-BASED REQUISITION

11-20-13
DATE

VENDOR Barry Kornhauser

ADDRESS 1065 COLUMBIA AVE

CITY LANCASTER

STATE PA ZIP 17603

35967

REQ. # CBF _____

PO REQUIRED(circle one) YES NO

P.O. # CBF 14053

DATE REQUIRED _____

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1					
2	Barry Kornhauser - NONEXCLUSIVE				
3	NONPROFESSIONAL STAGE PERFORMANCE RIGHTS				
4	to "RECIPE FOR DISASTER"				
5					
6	12-6-13 to 12-15-13				500.00
7					
8					
9					
10					

Check Distribution

Call Student, Hold for pick up # _____

Call _____, Hold for pick up # _____

Forward to _____

Inter-Campus mail to _____

USPS mail _____

Other _____

Sub-Total	
Sales Tax	
Freight	
TOTAL	500.00

THEATRE / 500FL / 5601 / 14 / FL.VL.PROA / 10070 / 0000 / 077A / \$500.00

Account Name Bus Unit Account Fund Department Program Class Project Amount

_____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / \$ _____

Account Name Bus Unit Account Fund Department Program Class Project Amount

AUTHORIZED [Signature]
Club Officer/Requestor

APPROVED [Signature]
Faculty Advisor/Administrator

Business Services Use Only

Budget Checked D

Voucher # 35967

Warrant # 94030386

Vendor ID 1485

Date _____

Date 12/31/13

Barry Kornhauser
1065 Columbia Avenue
Lancaster, PA 17603
(717) 824-5705

INVOICE

To: David Harris
Dept of Theatre and Cinema Arts
Folsom Lake College
10 College Parkway
Folsom , CA 95630
Tel. 916-608-6760
Email. harrisd@flc.losrios.edu

Non Professional License

Title: Recipe for Disaster!
Author: Barry Kornhauser
Number of Performances: 12
License Period: 12/6/13-12/15/13

Total Amount Due: \$500.00

The nonexclusive nonprofessional stage performance rights to RECIPE FOR DISASTER! are hereby granted to David Harris for the period 12/6/13 through 12/15/13, contingent upon payment of the performance royalty fee and subject to the following conditions:

- (1) The play must be presented only as written, without any changes, additions, alterations or deletions to the text and title.
- (2) The author shall receive credit as sole and exclusive author of the play in all programs distributed in connection with performances of the play and in all instances in which the title of the play appears for purposes of advertising, publicizing or otherwise exploiting the play and/or a production thereof; the name(s) of the author(s) must appear on a separate line in which no other name appears.
- (3) Performances must take place on the dates specified above, in the location designated. Any proposed changes in the dates, venue or number of performances must receive prior written approval in order to be effective.
- (4) This authorization applies to nonprofessional stage performance rights only.
- (5) The author grants permission for the printing and photocopying of the script. This is to be for rehearsal purposes only. The author retains all other rights in the copyright work, including without limitation, the right to copy and distribute the work.

Eye on Theatre

News about the Falcon's Eye Theatre of Folsom Lake College

December 2013

LOOKING FOR SOMETHING TO DO WITH THE ENTIRE FAMILY? Look no farther than The Falcon's Eye! Your own Theatre at Folsom Lake College announces its first foray into Theatre for Young Audiences! As a bonus production in our seventh season, we are offering Barry Kornhauser's zany, commedia dell'arte inspired confection, *Recipe for Disaster*.

In the kitchen of a culinary school, an eager young apprentice readies for the biggest day of his life! A world famous celebrity chef has arrived to help him pass his cooking school test and become the chef his old grandfather hoped he would be. But when the bumbling head of the school invites TWO chefs instead of ONE, a battle of egos ensues that threatens our hero's dreams. With the help of Julia the dove, the young apprentice struggles to pass his test despite the interference of the crazy cooks.

Recipe for Disaster opens on Friday, December 6 and will continue through Sunday, December 15. Below is performance time and price information:

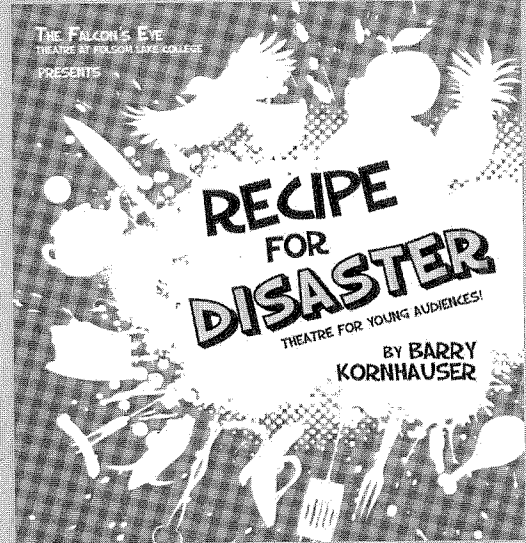
- Fridays and Saturdays at 10:00am and 1:00pm.
- Sundays at 1:00pm and 3:00pm.
- Tickets are \$12.00 General Admission and \$8.00 Students and Youth

Performances take place in **The Drama Lab** at The Harris Center (Three Stages) on the campus of Folsom Lake College. That's room PAC 1170. To reserve tickets, visit the Falcon's Eye website at www.falconseyetheatre.com. Find the title "Onstage" and click on the words "Recipe for Disaster," then click on the words "Tickets." Tickets may only be purchased in person on the day of the performance using cash or check only. **This event is not presented by The Harris Center. Do NOT call or visit the Harris Center ticket office.**

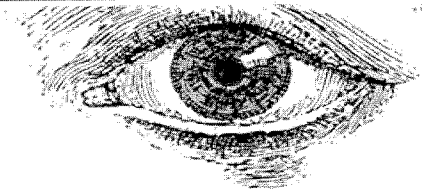
We are thrilled to tell you that this production is appropriate for most of your family (5 years old and up. Very little ones are not appropriate)! Come enjoy! Sit on a pillow! Get some CANDY!

Recipe for Disaster QUICK FACTS

Producer: The Falcon's Eye
Director: David Harris
Director of Physical Comedy: Jamie Van Camp
Technical Director: Ian Wallace
Scenic Designer: Jordan Koeperich
Costume Designer: Nancy Pipkin
Lighting Designer: Brett Barkhe
Music Composer and Performer: Scott McConaha
Puppet Creator: Shaun Carroll
Properties Designers: Matti McKenzie and Ben Schilling
Featured Cast: Ashlee Barber, Sterling Knight, Matti McKenzie, Nick Nicodemus, and Ben Schilling



FALCON'S EYE



RESERVE SEATS BY VISITING
WWW.FALCONSEYETHEATRE.COM
AND CLICKING ON "ONSTAGE," "RECIPE FOR
DISASTER," then "TICKETS."