

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001089044

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
09/20/2016		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1008579 SIWABESSYG SHEWMAKERN4	ASPH44 STUSVC	

Supplier: 0000038126
 MORTY'S LLC
 7103 KENTFIELD DR
 CAMERON PARK CA 95682

Phone: (916) 806-9424

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	CATERING; TACO BAR FOR BRIDGE DAY EVENT AT EL DORADO CENTER 6699 CAMPUS DR. PACERVILLE ON 8/26/16 PER CATERING CONTRACT INCLUDES SERVICES FOR 100 PERSONS AT \$5.00/EA AND ON SITE SET-UP	1.00 EA	500.00	500.00	09/16/2016

Sub Total Amount	500.00
Sales Tax Amount	0.00
Total PO Amount	500.00

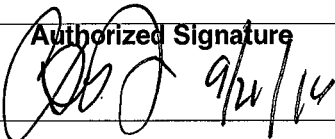
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5200	12	FL.VS.SSSP	63000	00000	597T	500.00	2017

0001008579HARMANJ16-SEP-2016

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

 9/20/14

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.



September 21, 2016

Business Services
Folsom Lake College
10 College Parkway
Folsom, CA 95630

RE: Letter of Explanation for Unauthorized Purchase

Dear Brenda,

I am writing regarding the unauthorized purchase of a catered lunch from *Morty's Mobile Eats* for the EDC Bridge Day event held on August 26th.

When we originally put together the budget in May and began planning for the event, we planned to use an approved vendor for the luncheon. It is my understanding that we were unable to solidify that contract in May since the event was during fall semester, and it would require a different budget string. When we acquired the new budget string in August and contacted the original caterer, the price was significantly over our available budget. We contacted Morty's and they were willing to provide the food on short notice at our budgeted price.

I understand that contracting with unauthorized vendors is against college and district policy and can assure you that it will not happen again. In the future we will either utilize approved vendors or have new vendors complete the process to become approved.

Thank you for your understanding,

Deanne Repetto

Faculty, Political Science Dept. | Advisor, EDC Student Activities Club
Folsom Lake College El Dorado Center | 6699 Campus Drive | Placerville, CA 95667
Msg: 800-486-8156 (x1300) | repettd@flc.losrios.edu

MORTY'S LLC Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States

email:

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Business Unit: GENFD OPEN	
Req ID: 0001008579	Date: 08/30/2016
Page: 1	
Requisition Name: 2017 MORTY'S GEN SIWABESSY	
Requester: Genevieve I.D. Siwabessy	Bldg#: STUSVC
Requester Signature	
Buyer: Nicholas Shewmaker	
Approved:	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	CATERING; TACO BAR FOR BRIDGE DAY EVENT AT EL DORADO CENTER 6699 CAMPUS DR. PACERVILLE ON 8/26/16 PER CATERING CONTRACT INCLUDES SERVICES FOR 100 PERSONS AT \$5.00/EA AND ON SITE SET-UP	1	EA	500.00	500.00	

Total Requisition Amount: 500.00

INVOICE #1002
 VENDOR: MORTY'S LLC
 7103 KENTFIELD DRIVE
 CAMERON PARK, CA 95682
 (916) 806-9426
 MORTYSMOBILEEATS@HOTMAIL.COM

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5200	12	FL.VS.SSSP	63000	00000	597T	500.00

Purchases Charged to Categorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of 597T SSSP

For grants/special projects 597T

Name: X Nicholas Shewmaker

Approval Signature <u>X Nicholas Shewmaker</u>	Approval Signature	Approval Signature
---	--------------------	--------------------

Requisition

Supplier: MISCELLANEOUS 0000003680

 ***** CA 95825
 United States
 email:

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Business Unit: GENFD		OPEN
Req ID: 0001008579	Date: 08/30/2016	Page: 1
Requisition Name: 2017 MORTY'S GEN SIWABESSY		
Requester: Genevieve I.D. Siwabessy	Bldg#: STUSVC	
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	CATERING; EDC BRIDGE DAY TACO BAR INVOICE #1002	1	EA	500.00	500.00	

CATERING - TACO BAR

FOR BRIDGE DAY EVENT AT EL DORADO CENTER 6699
 CAMPUS DR. PLACERVILLE ON 08/26/16

Total Requisition Amount: 500.00

PER CATERING CONTRACT - INCLUDES SERVICE FOR 100 PERSONS AT \$5.00/EA AND ON SITE SET-UP. INVOICE# 1002 ENCLOSED

NO TAX
 NO GOODS TO BE RECEIVED
 VENDOR: MORTY'S LLC
 7103 KENTFIELD DRIVE
 CAMERON PARK, CA 95682
 (916) 806-9426
 MORTYSMOBILEEATS@HOTMAIL.COM

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount
GENFD	4500 5200	12	FL.VS.SSSP	63000	00000	597T	500.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of SSSP

For grants/special projects 597T

Name: X

Approval Signature	Approval Signature	Approval Signature
--------------------	--------------------	--------------------



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

VENDOR PACKET

Vendor Packet Check List

1. REVIEW/INFORMATION ONLY:

___ Purchase Order Terms and Conditions

___ Insurance Requirements for vendors providing onsite or contract services

2. COMPLETE AND RETURN:

___ Vendor Application

___ W-9

___ CA Tax Form(s) - 590, 587, 588, 589 as applicable

VENDOR NAME: Marty's LLC

Return the following via email, mail or fax:

Application W-9 CA Tax Form(s)

Email – lrcdpurchase@losrios.edu

Mail – 1919 Spanos Court, Sacramento, CA 95825

Fax – (916) 568-3145



LOS RIOS
COMMUNITY COLLEGE DISTRICT
 1919 Spanos Court ■ Sacramento, CA 95825
 PURCHASING DEPARTMENT (916) 568-3071
 Fax (916)568-3145 ■ lrccdpurchase@losrios.edu

VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: _____

NAME OF FIRM <i>Morty's LLC</i>		FEDERAL ID# OR SOCIAL SECURITY # <i>40 - 39638351</i>	
MAILING ADDRESS <i>7103 Kentfield Dr Cameron Park, CA 95682</i>		REMIT ADDRESS	
PHONE <i>916 804-9424</i>	FAX	EMAIL <i>mortysmobilecats@hotmail.com</i>	

WEBSITE	ORGANIZATION CLASSIFICATION (Check all that apply)		
	<input type="checkbox"/> Individual	<input type="checkbox"/> MBE	
	<input checked="" type="checkbox"/> Partnership <i>LLC</i>	<input type="checkbox"/> WBE	
	<input type="checkbox"/> Non Profit	<input type="checkbox"/> DVBE	
	<input checked="" type="checkbox"/> Corporation (List State Incorporated)		
AUTHORIZED COMPANY REPRESENTATIVES			
Name	Title/Capacity	Email	
<i>Evelyn Witter</i>	<i>Owner</i>	<i>ewitter@shglobal.net</i>	
<i>Craig Morton</i>	<i>Owner</i>	<i>cmorton@hotmail.ca</i>	
Contractor's License #			
Collect CA Tax (circle one)			Yes No

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		
<i>Food Truck</i>		

VENDOR CERTIFICATION	OTHER BUSINESS INFORMATION			
I certify that all statements contained herein are correct. I understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios, nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. I understand the requirements for fulfilling and invoicing orders. I further certify this firm is an equal opportunity employer. _____ INITIALS	Payment Terms <i>upon receipt</i>	Discounts Extended _____		
	Refund/Returns _____			
	SIGNATURE <i>Evelyn Witter</i>	TITLE <i>Owner</i>	DATE <i>8-26-14</i>	

LOS RIOS PURCHASING ONLY:
 www.losrios.edu

CLEAR FORM/RESET

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) <i>Evelyn Lita Witter</i>	
Business name/disregarded entity name, if different from above <i>Morty's LLC</i>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <i>P</i> <input type="checkbox"/> Other (see instructions) ▶	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) <i>7103 Kentsfield Dr</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Cameron Park, CA 95682</i>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
4	6	-	3	9	6	3	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Evelyn Lita Witter</i>	Date ▶ <i>8-26-16</i>
------------------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Withholding Exemption Certificate

2012

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name

Payee's name

Morty's LLC

Payee's SOS file no. SSN or ITIN CA corp. no. FEIN

Address (number and street, PO Box, or PMB no.)

7103 Kentfield Dr

Apt. no./ Ste. no.

City

Cameron Park

State

ZIP Code

CA

95682

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) *Evelyn Witter, owner* Daytime telephone no. *916 806-9424*

Payee's signature *Evelyn Witter* Date *8/20/14*

INVOICE

Morty's LLC
7103 Kentfield Dr
Cameron Park, CA 95682
United States

BILL TO
Folsom Lake College - El Dorado Center
6699 Campus Dr
Placerville, California 95667
United States

(530) 642-5644

Invoice Number: 1002
Invoice Date: August 26, 2016
Payment Due: August 26, 2016
Amount Due (USD): \$500.00

Product	Quantity	Price	Amount
Taco Bar Per attached catering contract	1	\$500.00	\$500.00

Total: \$500.00

Amount Due (USD) : \$500.00

Catering
Contract
Not Included
copy requested

Catering Contract

Effective Date

8/23/2016

Client

Folsom Lake College - El Dorado Center

Located at

6699 Campus Dr
Placerville, CA 95667

Phone Number

530 642-5644

Email

&

The Caterer

Morty's LLC

Located at

7103 Kentfield Drive

Cameron Park, CA 95682

Phone Number

916-806-9426

Menu Options Listed on page two with prices.

Catering Services for the following date(s) and time(s):

8/24/16 - 8/24/16

11:00 AM / PM - ____:____ AM / PM

Applicable Law

This contract shall be governed by the laws of the State of California in El Dorado County and any applicable Federal Law.

Signature of The Client

Date

8-23-16

Signature of The Caterer

Date

8-23-16

Taco Bar

\$5⁰⁰ per person

- seasoned ground beef
- seasoned shredded chicken
- shredded lettuce
- diced tomato
- shredded cheese
- diced ~~to~~ onion
- salsa
- chips
- sour cream + guacamole

Pasta Bar

\$5⁰⁰ per person

- penne noodles
- marinara sauce
- bolognese sauce (meat sauce)
- green salad / dressing
- sliced french bread
- butter

Morty's Food Truck

916 806-9426
Evelyn Witter

The Client hereby agrees that the Caterer will provide the following catering services:

Catering Event will take place on: 8/26/14

Location of catered event:

Address: 4699 Campus Dr

City: Placerville State: CA Zip: 95667

Approximate number of people at the catered event: 100

All prices that are quoted in this Catering Contract and the amount of food that will be prepared are for 100 number of people.

The Caterer hereby reserves the right to make small adjustments to the menu if certain ingredients are not available due to reasons that are beyond the Caterer's control.

The Client shall pay the Caterer \$ 5⁰⁰ per person

The Client also agrees to pay the Caterer any additional services that are not included in this Catering Contract.

The Caterer will not be held liable for any loss that results from not fulfilling any terms or conditions of this Catering Contract. If the Caterer is prevented or delayed from fulfilling in part or whole this Catering Contract due to war, riot, strike, and flood or by any other act or condition that is not within the Caterers control and which could not be prevented the Caterer will not be held liable.

If the catered event is cancelled by the Client then the Caterer will receive 30 % of the total estimated charges for the cancelled event.

The Caterer will maintain a general liability insurance policy during the term of this Catering Contract and the Client agrees to hold the Caterer harmless for any damage, theft or loss of the Caterer's equipment, plates and utensils including any motor vehicles that may occur at the catered event by anyone attending the event.

If either party brings a suit or other action against the other to enforce this Catering Contract or seek for damages with respect to the default of above listed obligations. The party that is ruled in favor shall be due the recovery of all costs and reasonable attorney fees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07-21-2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

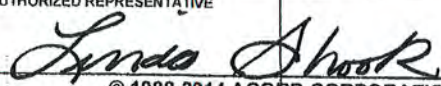
PRODUCER SCOTT ALBERTS INSURANCE AGENCY 10235 FAIR OAKS BLVD SUITE 202 FAIR OAKS CA 95628		CONTACT NAME: lindains@pacbell.net PHONE (A/C, No, Ext): 916-961-0553 E-MAIL ADDRESS: FAX (A/C, No):	
INSURED MORTYS MOBIL CART LLC 7103 KENTFIELD DRIVE SHINGLE SPRINGS, CA. 95682		INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPS2052380	01-05-2015	01-05-2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR ALL CALIFORNIA PROJECTS AND COMPLETED OPERATIONS. CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER CAMERON PARK COMMUNITY SERVICE DISTRICT CAMERON PARK COMMUNITY FOUNDATION 2502 COUNTY CLUB DRIVE CAMERON PARK CA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



2850 Fairlane Ct, Placerville, CA 95667
3368 Lake Tahoe Blvd Suite 303, South Lake Tahoe, CA 96150
Placerville: (530) 621-5300 S.L.T. : (530) 573-3450

HEALTH PERMIT

REGULATED FACILITY :

MORTY'S LLC
3590 CARSON RD STE. B
CAMINO, CA 95709

OWNER OF RECORD

MORTY'S LLC

MOBILE FOOD/ROADSIDE

Valid From 1/1/2015 to 12/31/2015

PT0014222

REHS Signature:

Date:

2.3.2015

Permits to operate and annual fee payments are NOT TRANSFERABLE. Those permits referenced above are valid ONLY for the current owner. Permits become VOID on change of ownership. New owners must apply and pay for a new permit(s) PRIOR to beginning operation or penalties will be assessed.

THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES

C. L. RAFFETY, C.P.A.
TREASURER AND TAX COLLECTOR
380 FAIR LANE
PLACERVILLE, CALIF. 95667-4197
(530) 621-5800 Placerville
(530) 573-3011 South Lake Tahoe

County of El Dorado BUSINESS LICENSE

Business
License No 2013-052666

ORDINANCE 3515

INDIVIDUAL	PARTNERSHIP	CORPORATION
		XXX

Business Name MORTYS LLC
Mailing Address 7103 KENTSFIELD DR
City CAMERON PARK CA 95682 Phone (530) 759-9788
Type of Business RESTAURANTS/COFFEE SHOPS/CATERERS/DRIVE-INS/FOOD PREP/ETC
Business Street Location 7103 KENTSFIELD DR CAMERON PARK CA 95682

Business Owners (Attach list of additional owners, partners or corporate officers)

WITTER, EVELYN
MORTON, CRAIG M

Contractor's License Number

Signature of Owner

Date

The person, partnership or corporation above named is hereby granted a license to engage in, carry on or conduct in the unincorporated area of the County of El Dorado, California the business, trade, calling, profession, exhibition or occupation described above for the period indicated. Granting of this license does not entitle the licensee to operate or maintain a business in violation of any other law or ordinance.

APPLICATION DATE	EXPIRATION DATE	FEE PAID
<u>12-18-2013</u>	<u>12-01-2015</u>	<u>* \$33.00</u>

POST IN A CONSPICUOUS PLACE

NOTE: No business license issued for any itinerant business shall be valid unless accompanied by an El Dorado County Itinerant Business Permit issued by the Sheriff of El Dorado County.

*INCLUDES \$1 STATE IMPOSED FEE

By C. L. RAFFETY
TAX COLLECTOR

SHOP EL DORADO COUNTY FIRST

ORIGINAL

Notify Environmental Management of any change of ownership, type of business activity, business name, or billing address by calling (530) 621-5300 or (530) 573-3450. Failure to notify Environmental Management may result in late penalties, permit denial or revocation, and business closure. PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE. Permits become void on change of ownership. New owners must apply and pay for a new permit(s) prior to beginning operation.

MORTY'S MOBILE EATS
MORTY'S LLC
7103 KENTFIELD DR
CAMERON PARK, CA 95682

Facility ID : FA0006515
Account ID : AR0008297
Issued : 1/28/2016
District : 003

DETACH FORM HERE AND DISPLAY CONSPICUOUSLY ON THE PREMISES



Environmental Management Department

2850 Fairlane Ct, Placerville, CA 95667
3368 Lake Tahoe Blvd Suite 303, South Lake Tahoe, CA 96150
Placerville: (530) 621-5300 S.L.T. : (530) 573-3450

HEALTH PERMIT

REGULATED FACILITY :

MORTY'S MOBILE EATS
3590 CARSON RD STE. B
CAMINO, CA 95709

OWNER OF RECORD

MORTY'S LLC

MOBILE FOOD/ROADSIDE

Valid From 1/1/2016 to 12/31/2016

PT0014222

REHS Signature:

Miguel Garcia

Date:

11/5/2016

Permits to operate and annual fee payments are NOT TRANSFERABLE. Those permits referenced above are valid ONLY for the current owner. Permits become VOID on change of ownership. New owners must apply and pay for a new permit(s) PRIOR to beginning operation or penalties will be assessed.

THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES

2016 SEP 28 A 8:

PLACER COUNTY BUSINESS SERVICES

C. L. RAFFETY, C.P.A.
TREASURER AND TAX COLLECTOR
360 FAIR LANE
PLACERVILLE, CALIF. 95667-4197
(530) 621-5800 Placerville
(530) 573-3011 South Lake Tahoe

County of El Dorado BUSINESS LICENSE

Business
License No 2013-052666

ORDINANCE 3515

INDIVIDUAL	PARTNERSHIP	CORPORATION
		XXX

Business Name MORTYS LLC

Mailing Address 7103 KENTFIELD DR

City CAMERON PARK CA 95682-7689 Phone 530 759-9788

Type of Business RESTAURANTS/COFFEE SHOPS/CATERERS/DRIVE-INS/FOOD PREP/ETC

Business Street Location 7103 KENTFIELD DR CAMERON PARK CA 95682-7689

Business Owners (Attach list of additional owners, partners or corporate officers)

WITTER, EVELYN
MORTON, CRAIG M

Contractor's License Number

Signature of Owner

Date

The person, partnership or corporation above named is hereby granted a license to engage in, carry on or conduct in the unincorporated area of the County of El Dorado, California the business, trade, calling, profession, exhibition or occupation described above for the period indicated. Granting of this license does not entitle the licensee to operate or maintain a business in violation of any other law or ordinance.

APPLICATION DATE	EXPIRATION DATE	FEE PAID
12/18/2013	12/01/2016	* \$33.00

POST IN A CONSPICUOUS PLACE

NOTE: No business license issued for any itinerant business shall be valid unless accompanied by an El Dorado County Itinerant Business Permit issued by the Sheriff of El Dorado County.

*Includes \$1 State imposed fee

C. L. Raffety

By TAX COLLECTOR

SHOP EL DORADO COUNTY FIRST

ORIGINAL

2013 SEP 28 A 8:00

EL DORADO BUSINESS SERVICES