



FOLSOM LAKE COLLEGE  
EL DORADO CENTER | RANCHO CORDOVA CENTER

10 College Parkway  
Folsom, CA 95630

PURCHASE ORDER NO. CBF18060

DAVID NEWNHAM

PO Date: Feb 26, 2018 Date Required: Apr 3, 2018

Ordered By: QUINTELL/SNOWDEN Requisition #: 39360

VENDOR: C.F. PETERS CORP. RENTAL LIBRARY

70-30 80TH STREET  
GLENDALE NY 11385  
rentals.us@editionpeters.com

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

718-416-7821 FAX: 718-416-7823

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	Rutter, John: Fancies for SATB Chorus and Orchestra (Oxford University Press). Full Score and Parts.	1.00		\$145.000	\$145.00
	PER ZINFONIA QUOTE 9024177				
	Shipping/Handling (taxable)				

INSTRUCTIONS:

EMAIL INVOICE TO:  
Mary Swanson 916-608-6695  
swansomc@flc.losrios.edu

State Tax %

Sub Total

State Tax

Shipping

Total PO Amount

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

*Kathleen Feiler* 2/27/18

**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 uncopied 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)

Harris Ctr(55)

**CAMPUS-BASED REQUISITION**

February 22, 2018  
DATE

VENDOR Zinfonia/CF. Peters Corp REQ. # CBF 39360

ADDRESS 70-30 80<sup>th</sup> Street PO REQUIRED(circle one) YES NO

CITY Glendale P.O. # CBF 18060

STATE NY ZIP 11385 DATE REQUIRED 2-23-18

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Butter, John "Francies for				145.00
2	SATB chorus Orchestra				
3	[Oxford University Press]				
4	Full Scores and Parts				
5					
6	Please fax PO to				
7	1-718-416-7823				
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	\$25.00
<b>TOTAL</b>	<b>170.00</b>

Account Name SCOFL / Bus Unit 5601 / Account 14 / Fund FL-INT. MUST / Department 10040 / Program 00000 / Class 071A / Project \$170.00 / 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 \_\_\_\_\_ Vendor ID \_\_\_\_\_

Voucher # \_\_\_\_\_ Date \_\_\_\_\_

Warrant # \_\_\_\_\_ Date \_\_\_\_\_

# C.F. Peters Corporation

Music Publishers Since 1800



70-30 80<sup>th</sup> Street | Glendale, NY 11385 USA | Tel: +1 718-416-7821/7826 | Fax: +1 718-416-7823

E-mail: [rentals.us@editionpeters.com](mailto:rentals.us@editionpeters.com) | [www.edition-peters.com](http://www.edition-peters.com)



## RENTAL ORDER PAYMENT FORM

Please submit this form with payment to complete your rental order.

Date: 2/21/2018

Name of Performance Organization: Folsom Colce College Music Department

Zinfonia Order #: 193655

Peters Acct. # (if known): \_\_\_\_\_

Payment:  Check  P.O. (universities/colleges only, copy of P.O. required prior to shipment)

Credit Card Type:  Visa  MC  Amex  Disc # \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Preferred Shipping Method (Domestic):  UPS Ground  UPS 3-Day  UPS 2-Day  UPS Next Day

International Options:  USPS Air Mail  Fed-Ex International Priority

This form can be faxed or e-mailed with credit card information to the Peters New York Rental Department.

Checks and university/college P.O.s should be mailed to the Peters New York address and be made out to "C.F. Peters Corporation."

**This form is valid only for orders placed with Peters New York via Zinfonia.**

[www.zinfonia.com](http://www.zinfonia.com)

## Rental Terms and Conditions

1. Music will be ordered far enough in advance to assure availability of materials at performance time. Six months prior to performance is recommended. **ORDERS PLACED WITHIN EIGHT WEEKS OF THE PERFORMANCE MAY BE SUBJECT TO ADDITIONAL RUSH FEES AND CANNOT BE GUARANTEED.**
2. All orders will not be considered confirmed until the Rental Order Contract is completed and returned, along with a copy of the signed Rental Terms and Conditions.
3. If your organization does not have an open account with us, payment *must* be received before the music can be shipped. We accept all major credit cards, checks (must have an imprinted USA address and routing number), university/college purchase orders and bank transfers. All payments must be made in U.S. dollars.
4. We will ship the rental materials to arrive between four and six weeks prior to the first performance.
5. Scores and sets may be marked with light pencil only. All markings should be erased by the performance group before the material is returned to the rental library (excluding professional sets). Inserts or cuts may not be pasted or taped over the music. The customer account will be charged if any returned materials are defaced or damaged.
6. All rental materials must be returned. Any part discrepancy must be reported within fifteen days of the invoice date. **THE LIBRARY WILL CHARGE FOR MISSING PARTS. NO CREDIT CAN BE ISSUED ONCE THESE PARTS HAVE BEEN INVOICED.** The following rates will apply:

Parts for Mahler, Bruckner and other large symphonic works: \$75.00 per part

CDs, DVDs, tapes etc.: minimum of \$60.00 per item.

All other parts: minimum for \$15.00 per part.

*\*Pricing is always at the discretion of the rental librarian, and is largely based on the size of the rental set and the duration of the work.*

7. Cancelled, postponed or added performances must be reported to us in writing. We will charge 25% of the original rental fees plus all shipping/handling expenses for the cancellation of rental orders which have already been shipped, **THERE WILL BE NO COMPLETE REFUNDS.** No cancellation charge applies for materials not yet shipped.
8. Materials must be well-packed for return shipment. We suggest wrapping in cardboard, two layers of heavy paper and sealed with nylon tape. The full replacement fee will be charged for damaged material due to insufficient packing. **WE REQUIRE THE USE OF A TRACKABLE SERVICE SUCH AS UPS OR FED-EX FOR RETURNS. PLEASE KEEP A RECORD OF THIS TRACKING INFORMATION.**
9. Rental materials may not be photocopied without written permission.

By signing this document, on behalf of the performing organization, I hereby agree to all terms and conditions stated in this document.

Name

*Davis A. Clewborn*

Signature

*[Handwritten Signature]*

Title

*Director, PLC Chorus*

Date

*2/22/2018*

Thank you for your order. We appreciate your business.

**C.F. Peters Corporation Rental Library**

E-mail: [rentals.us@editionpeters.com](mailto:rentals.us@editionpeters.com)

Phone: 718-416-7821 or 718-416-7826

## Quintell, Melonie

---

**From:** Newnham, David  
**Sent:** Thursday, February 22, 2018 1:20 PM  
**To:** Quintell, Melonie  
**Subject:** FW: Zinfonia Quote 9024177 from Edition Peters: RUTTER Fancies [!]  
**Attachments:** FANCIES CONTRACT - ZINFO\_001.pdf

Melonie,

The body of the email has the original bill and attached is the contract which should accompany the PO.

Thank you,



Dr. David A. Newnham  
Music Faculty  
Folsom Lake College  
[newnhad@flc.losrios.edu](mailto:newnhad@flc.losrios.edu)  
916.608.6777 - Office

---

**From:** Dr. David A. Newnham [mailto:[Conduct213@comcast.net](mailto:Conduct213@comcast.net)]  
**Sent:** Thursday, February 22, 2018 1:00 PM  
**To:** Newnham, David <[NewnhaD@flc.losrios.edu](mailto:NewnhaD@flc.losrios.edu)>  
**Subject:** Fwd: Zinfonia Quote 9024177 from Edition Peters: RUTTER Fancies [!]

Sent from my iPhone

Begin forwarded message:

**From:** Zinfonia Orders <[orders@zinfonia.com](mailto:orders@zinfonia.com)>  
**Date:** January 19, 2018 at 8:55:43 AM PST  
**To:** David Newnham <[Conduct213@comcast.net](mailto:Conduct213@comcast.net)>  
**Subject:** **Zinfonia Quote 9024177 from Edition Peters: RUTTER Fancies [!]**  
**Reply-To:** Zinfonia Orders <[orders@zinfonia.com](mailto:orders@zinfonia.com)>

[Click here to View or Accept Quote](#)  
Quote must be accepted for your order to proceed  
[Click here to view ALL Zinfonia orders](#)

Quote #9024177 ✓

Zinfonia Order #193655

Quote valid to **Thursday, April 19, 2018**

**Edition Peters**

70-30 80th Street

Glendale, NY 11385

USA

Phone: +1 (718) 416 7821

Fax: +1 (718) 416 7823

Email: [rentals.us@editionpeters.com](mailto:rentals.us@editionpeters.com)



Quote prepared by Leif Larson on 1/19/2018 11:55 AM

## Request Materials: Full Score and Parts

Created: **Thursday, January 18, 2018 9:43 PM**

The music is required for a CONCERT Performance with an audience in attendance (including concerts with no charge for admission)

## Contact Details

Dr David Newnham

Professor

**Folsom Lake College**

10 College Parkway

Folsom, CA 95630

USA

Phone: +1 916-609-6777

Email: [Conduct213@comcast.net](mailto:Conduct213@comcast.net)

## Work

**Rutter, John** Fancies [?]

for SATB chorus and orchestra

[Oxford University Press]

## Quantity

Full Scores (Standard Quantity)

Strings — Violin 1: 8 • Violin 2: 7 • Viola: 6 • Cello: 5 • Bass: 4

Winds, Brass and Percussion

## Delivery Address

Date Required: **Tuesday, April 3, 2018**

Dr. David A. Newnham Folsom Lake College

10 College Parkway

Folsom, CA 95630

USA

Phone: +1 916-608-6777

## Performance Details

5/1/2018 (1) **Educational**

ASCAP #: N/A

BMI #: N/A

Organization Type: **College/University**

**Tuesday, May 1, 2018** 7:30pm Spring Choral Concert Folsom, CA, USA - FLC Choral Ensembles; Dr David A Newnham (Conductor)

## Terms and Conditions

### Rental Terms and Conditions

1. Music must be ordered far enough in advance to assure availability of materials at performance time. *Six months prior to performance is recommended.* **ORDERS PLACED WITHIN EIGHT WEEKS OF THE PERFORMANCE MAY BE SUBJECT TO ADDITIONAL RUSH FEES AND CANNOT BE GUARANTEED.** We also cannot guarantee shipment by your preferred date of delivery.
2. No orders will be considered confirmed until the quote has been accepted and, when pre-payment is requested, all fees paid.
3. If your organization does not have an open account with us, *payment must be received before the music can be shipped.* We accept all major credit cards, checks (must have an imprinted USA address and routing number), university/college purchase orders (no high school purchase order can be accepted) and bank transfers. All payments must be made in U.S. dollars.
4. We will ship the rental materials to arrive approximately six weeks prior to the first performance.
5. Scores and sets may be marked with light pencil only. All markings should be erased by the performance group before the material is returned to the rental library (excluding professional sets). Inserts or cuts may not be pasted or taped over the music. The customer account will be charged if any returned materials are defaced or damaged.
6. All rental materials must be returned. Any part discrepancy must be reported within fifteen days of the invoice date. **THE LIBRARY WILL CHARGE FOR MISSING PARTS. NO CREDIT CAN BE ISSUED ONCE THESE PARTS HAVE BEEN INVOICED.** The following rates will apply:

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CDs, DVDs, tapes etc.: minimum of \$60.00 per item.

All other parts: \$15.00 and up, All scores: \$75.00 and up

*\*Pricing is always at the discretion of the rental librarian, and is largely based on the size of the rental set, the duration of the work and the cost of printing.\**

7. Cancelled, postponed or added performances must be reported to us in writing. The customer will remain responsible for 25% of the original rental fees plus all shipping/handling expenses for the cancellation of rental orders which have already been shipped. **THERE WILL BE NO COMPLETE REFUNDS.** Credits will not be applied until the rental materials are returned, in full, to Edition Peters. No cancellation charge applies for materials not yet shipped.
8. Materials must be well-packed for return shipment. We suggest wrapping in cardboard, two layers of heavy paper and sealed with nylon tape. The full replacement fee will be charged for damaged material due to insufficient packing. **WE REQUIRE THE USE OF A TRACKABLE SERVICE SUCH AS UPS OR FED-EX FOR RETURNS. PLEASE KEEP A RECORD OF THIS TRACKING INFORMATION.**
9. Rental materials may not be photocopied or scanned without written permission from the publisher.

### Shipping Methods



For U.S. customers, all orders will be shipped UPS Ground (3-5 business days), unless otherwise indicated (please notify us). We will automatically expedite shipment (UPS 3-Day, 2-Day or Next Day) if necessary to arrive as close to the desired date of delivery as possible. Again, orders will be sent roughly eight weeks prior to performance unless extension fees have been agreed upon. For Canadian customers, all orders will be shipped UPS Standard (approximately 3-5 business days). For Central and South American customers, all orders will be shipped Fed-Ex.

## Payment Options

To submit credit card payment and reserve the materials, please follow the instructions below. If you would like pay by check, please send this along with a copy of this form via post.

Universities and colleges who must pay by purchase order can fax (718-416-7823), e-mail ([rentals.us@editionpeters.com](mailto:rentals.us@editionpeters.com)) or mail to the address above (attn: Rental Department) the document with a copy of this form. ✓

### Quote Amount

Rental Fee: \$145

Shipping and handling via UPS Ground: \$25

USD \$ 170. ✓

all amounts are inclusive of any applicable taxes ✓

[Click here to View or Accept Quote](#)  
Quote must be accepted for your order to proceed  
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