

**LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001107645**

**COMPL**

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

Date	Revision	Page
08/19/2019		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1021611 WRIGHTM HANEYB	04ADMN	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

**Supplier:** 0000042562  
 ALLIED STORAGE CONTAINERS INC  
 2901 S. RIVERSIDE AVE UNIT A  
 COLTON CA 92324

**Phone:** (530) 662-4599  
**Fax:** (530) 662-6296

**email:**

**Ship To:** SPECIAL SHIPPING NO TAX  
 SEE COMMENTS  
 FOR SHIPPING  
 DETAILS BELOW  
 United States

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

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	RENTAL - CONTRACT# 00035085 ONE STORAGE CONTAINER 8'X8'X20' FOR FLC SOFTBALL PREPAYMENT REQUIRED PRIOR TO DELIVERY. INCLUDES: FIRST MONTHS RENT @ \$65.00, DELIVERY @ \$100.00, PRE-PAID PICKUP @ \$100.00 PLUS 7.75% SALES TAX \$20.54 = TOTAL \$285.54	1.00 EA	285.54	285.54	08/23/2019
2- 1	RENTAL - CONTRACT# 00035085 ONE STORAGE CONTAINER 8'X8'X20' FOR FLC SOFTBALL RENTAL PERIOD: 2ND, 3RD AND 4TH MONTHS - TO START AFTER DELIVERY OF CONTAINER. MONTHLY RENTAL RATE: \$65.00, PLUS \$5.04 (7.75% SALES TAX) = TOTAL MONTHLY RENTAL= \$70.04	1.00 EA	210.11	210.11	08/23/2019

CONTRACT# 00035085 -  
 STORAGE CONTAINER TO BE DELIVERED TO: KEMP PARK AT 1322 BUNDRICK DR., FOLSOM, CA 95630

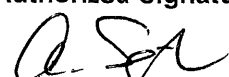
CONTACT: MATT WRIGHT, FLC DEAN OF ATHLETICS AT 916-608-6686 TO ARRANGE DELIVERY DATE/TIME.

Sub Total Amount	495.65
Sales Tax Amount	0.00
Total PO Amount	495.65

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5601	11	FL.VI.OFFC	61900	00000	046C	495.65	2020

0001021611CHAVEZA16-AUG-2019

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

**Authorized Signature**  


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

# Requisition

**Supplier:** ALLIED STORAGE CONTAINERS INC    0000042562  
 2901 S. RIVERSIDE AVE UNIT A  
 COLTON CA 92324  
 United States

**Phone:** (530) 662-4599    **Fax:** (530) 662-6296  
**email:**

**Ship To:** RECEIVING  
 1919 SPANOS COURT  
 SACRAMENTO CA 95825-3981

<b>Business Unit: GENFD    OPEN</b>		
Req ID: 0001021611	Date 08/16/2019	Page 1
Requisition Name: ALLIED STORAGE-SOFTBALL		
Requester Matthew Wright		
Requester Signature		
Buyer: Brenda Haney		
Approved:		
Entered By: M.J    16-AUG-2019		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt Due Date
1-1	MAINTENANCE PURCHASE ORDER FOR STORAGE UNIT RENTAL. PREPAYMENT FOR DELIVERY \$100.00, PICKUP \$100.00 , AND 1ST MONTH RENT \$65.00.	1	EA	265.00	265.00 08/23/2019
2-1	MAINTENANCE PURCHASE ORDER FOR MONTHLY STORAGE UNIT RENTAL FROM 8/26/2019 THROUGH 11/21/2019. TYPE: 8 X 8 X 20	3	EA	65.00	195.00 08/23/2019

Per Brenda @ DO - Tax will be added since this is a rental of an item -  
 PO TOTAL WILL DISPLAY THIS ADDITION

460.00 Sub-total  
0.00 Est. tax

Total Requisition Amount:    460.00

ATHLETIC OPERATIONS; ATTN: MATT WRIGHT

PREPAY 1ST LINE ACCORDING TO CONTRACT - SIGNED CONTRACT W/PAULA GORDON  
 PREPAYMENT FOR FIRST MONTH, THEREAFTER, ALLIED STORAGE TO INVOICE ON PRORATED BASIS.

STORAGE UNIT TO BE DELIVERED TO: 1322 BUNDRICK DR., FOLSOM, CA 95630

<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	5601	11	FL.VI.OFFC	61900	00000	046C	330.00

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>
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LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC CRC SCC FLC DO IT FM OTHER
[ ] [ ] [ ] [x] [ ] [ ] [ ] [ ]

Agreement/Contract With: ALLIED STORAGE CONTAINERS

State the business terms of agreement: SUPPLY 8X8X20 STORAGE CONTAINER
- FOR KEMP PARK (SOFTBALL CLASS)

This agreement consists of the following documents: LEASE CONTRACT WITH PRICING
LOCATION FOR STORAGE CONTAINER

Funding Source: GENFD 5601 11 FL.VI.OFFC 61900 00000 Amount \$ 500.00

I have read and agree with the terms of this agreement:

[x] By: [Signature] Area Manager/Supervisor MATT WRIGHT (Print name) Date: 8.6.19

College VPA, DO-AVC, FM Director

I approve as to Substance

[x] By: [Signature] Augustine Chang (Print name) Date: 8/06/19

Risk Management

[ ] By: Date:

General Services

[ ] By: Date:
Director of 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:

- [ ] AVC of Finance [ ] VC of Finance and Administration [ ] VC of Ed & Tech.



# LEASE CONTRACT

9876543210

<b>CONTRACT NO.</b>
00035085
<b>P.O. NO.</b>
<b>BUYER</b>
Los Rios Community College District
<b>DATE</b>
08/02/19

## RENT ~ SELL ~ LEASE ~ CUSTOM MODIFICATION

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> <b>Inland Empire-Colton</b><br>2901 S. Riverside Ave. Ste A<br>Colton, CA 92324 | <input type="checkbox"/> <b>Central Valley-Fresno</b><br>2965 S. East Avenue<br>Fresno, CA 93725 | <input type="checkbox"/> <b>S. California-San Diego</b><br>9200 Siempre Viva Road<br>San Diego, CA 92154 |
| <input type="checkbox"/> <b>Sacramento-Woodland</b><br>80 Deaner Avenue<br>Woodland, CA 95776            | <input type="checkbox"/> <b>Bay Area-Oakland</b><br>790 54th Avenue<br>Oakland, CA 94601         | <input type="checkbox"/> <b>Phoenix-Arizona</b><br>2420 S. 16th Ave<br>Phoenix, AZ 85007                 |

Toll Free (888) 807-3888 • [www.alliedstoragecontainers.com](http://www.alliedstoragecontainers.com)

### DELIVER TO:

Los Rios Community College District
Los Rios
1322 Bundrick Dr.
Folsom CA 95630
CITY STATE ZIP CODE

### BILLING ADDRESS:

Los Rios Community College District
Los Rios
3753 Bradview dr
Sacramento CA 95827
CITY STATE ZIP CODE

**Site Contact:** MATT WRIGHT    **Co. Rep.:** Los Rios    **Billing Contact:** JEANNE CROFF  
**Telephone:** (916) 803-3030    **Telephone:** (916) 856-3400    **Telephone:** CroffJ@flc.losrios.edu  
**Fax:**

Lessee herewith confirms having made with Lessor following lease agreement as per the terms and conditions set forth below and reverse. Lessee further agrees that the Container(s) listed in this Lease Contract will not be moved from the above location without written permission from Lessor, and Lessee will not place any loads on top of said Container(s).

Equipment #	Type	Start Date	Depot	Replacement Value	Monthly	RATE PER UNIT Delivery	Prepaid Pickup
	8'x8'x20'	09/02/2019	Sacramento	\$4,600.00	\$65.00	\$100.00	\$100.00
<b>Subtotal</b>					<b>\$65.00</b>		

DELIVERY INSTRUCTIONS: DOORS TO:  CAB  REAR

**Notes**

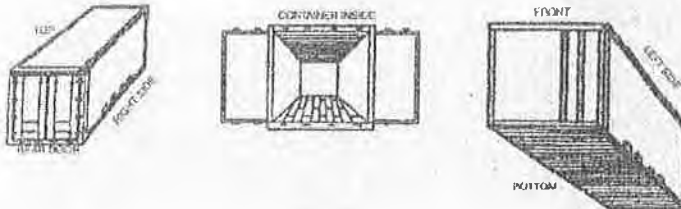
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<u>Totals</u>	
Rental Rates:	\$65.00
Delivery Charges:	\$100.00
Pickup Charges:	\$100.00
Tax:	\$20.54
<b>Balance Due:</b>	<b>\$285.54</b>

**OUTBOUND**

**EQUIPMENT CONDITION • INSPECTION REPORT**  
USE FOLLOWING CODES TO INDICATE CONTAINER DAMAGE

- |   |                                   |  |                                     |
|---|-----------------------------------|--|-------------------------------------|
| <input type="checkbox"/> B BROKEN/CRACKED   | <input type="checkbox"/> D DENTED | <input type="checkbox"/> R RUSTED/CORRODED | <input type="checkbox"/> M MISSING  |
| <input type="checkbox"/> G GOUGED/SCRATCHED | <input type="checkbox"/> H HOLED  | <input type="checkbox"/> U BENT/DISTORTED  | <input type="checkbox"/> T TORN/CUT |



**DAMAGE DESCRIPTION:**

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**Inspected by** \_\_\_\_\_

Lessee has received the equipment in good condition. Lessee agrees to return the equipment in good condition, normal wear and tear excepted. Lessee shall be liable for all damages and loss to the equipment while in lessee's possession. **IMPORTANT:** Prior to return date to Depot the local agent shall be notified ten days in advance to insure timely pickup. **ALSO:** If personal property assessment should occur on this lease, said tax shall be at Lessee's expense.

I agree to the terms and conditions set forth on both sides of this contract:

**Customer Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**INBOUND**

**EQUIPMENT CONDITION • INSPECTION REPORT**  
USE FOLLOWING CODES TO INDICATE CONTAINER DAMAGE

- |   |                                   |  |                                     |
|---|-----------------------------------|--|-------------------------------------|
| <input type="checkbox"/> B BROKEN/CRACKED   | <input type="checkbox"/> D DENTED | <input type="checkbox"/> R RUSTED/CORRODED | <input type="checkbox"/> M MISSING  |
| <input type="checkbox"/> G GOUGED/SCRATCHED | <input type="checkbox"/> H HOLED  | <input type="checkbox"/> U BENT/DISTORTED  | <input type="checkbox"/> T TORN/CUT |



**DAMAGE DESCRIPTION:**

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**Return inspected by** \_\_\_\_\_

I have reviewed the above inbound inspection report and agree to the damages indicated above.

**Customer Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

# LEASE CONTRACT

## Terms and Conditions

### 1. Leasing

1.1 Here with LESSOR Agrees to lease to the Lessee, without authorization to sublease, and Lessee agrees to hire from LESSOR all equipment identified by the serial numbers in the Lease Agreement to be attached hereto (hereinafter called "Containers") or such similar Containers as may be substituted from time to time by written consent of the parties, according to the terms and covenants hereinafter laid down.

1.2 The term of this lease shall commence as to each container on the date of delivery and shall be binding for the period agreed. The Lessee shall be obliged to pay the leasing fees in any case for each of the containers until they are returned to the LESSOR in good condition (viz. pars 6.2+6.3).

### 2. Rent and other charges

2.1 For each of the containers delivered to the Lessee, the Lessee shall pay rental charges at the rate set forth in the Lease Agreement attached hereto.

2.2 The Lessee will pay such rental charges monthly for the use of each container. The rent will be due and payable within fifteen days from the date of Lessee's invoice.

2.3 If Lessee fails to pay within 30 days from the date of the invoice, LESSOR shall be entitled to charge interest of 1.5 percent per month for each month or part thereof, that payments remain outstanding, without any reminder, starting from the 30th day after the invoice date.

2.4 The rental charges shall become due in full per each calendar day which has started, including the day of receipt.

### 3. Delivery

3.1 LESSOR shall make every effort to deliver the containers on the date and at the place agreed in the Lease Agreement, but LESSOR shall be responsible for delays only in the case of dolus (intent) or gross negligence of its managing directors. Such responsibility shall be excluded if any delay is caused by circumstances beyond the control of LESSOR, for example failure or delay by manufacturers to deliver such containers, transportation difficulties or force majeure.

3.2 The LESSOR only warrants that the containers correspond with the description set out in the Lease Agreement and does not undertake any warranty regarding the usability or the condition of the containers, which are leased "as they are." Any responsibility in relation to the fitness of the containers or any item thereof for any purpose, or in compliance with any convention, statute, regulation, order, or other provision of law or standard, or whether to merchantability, or as to description, state, quality, or condition of the containers at the time of delivery, or any other time is hereby excluded. In case of intent or gross negligence on behalf of the managing directors of the LESSOR this does not apply.

3.3 Lessee has to inspect the containers immediately upon receipt himself, through his agents, or subcontractors. If he does not make any objections within three days against LESSOR in writing as to the condition of the containers, he shall be deemed to acknowledge their good order and condition upon receipt in all respects.

### 4. Risks, Liabilities, Maintenance

4.1 During the period from taking delivery until return of the containers Lessee shall be responsible for any all risk, including loss and damage, involved with the use and transport, especially for proper care being taken of the containers.

4.2 The Lessee shall at his own responsibility and expense maintain the containers including identification marks, LESSOR service marks and colour, and all attachments and accessories in good condition and running order and have damages repaired and necessary replacements made, using parts and workmanship in such cases the Lessee shall have to continue to pay the agreed rental charges during the period used for repair or replacements.

4.3 LESSOR shall not be responsible for loss of or damage to the property of the Lessee or others or for personal injuries to any person arising out of or incident to the possession or use of the containers after the delivery until the actual return of the containers. The Lessee shall indemnify and hold LESSOR harmless from all claims made in connection with any of the foregoing circumstances including attorney's fees. The Lessee shall indemnify and hold LESSOR harmless from all losses or damages arising out of or resulting from any levy or attachment on any of the containers.

4.4 The Lessee shall indemnify LESSOR For all and any loss of any container, irrespective of the reasons thereof, whether caused by negligence or not. In the event of any container being damaged beyond repair (total damage), the Lessee herewith agrees to pay the replacement value as stated on the Lease Agreement.

In such events Lessee's obligation to pay rental fees shall not terminate before the day Lessor receives payment of the replacement value.

### 5. Lessee's Default

5.1 If the Lessee is in arrears of more than one monthly rental payment when due, or fails to comply with any other obligation under this Agreement, or if Lessee shall be the subject of any bankruptcy - composition - or similar procedure, or become insolvent, or make an assignment for the benefit of creditors, or enters into an extrajudicial liquidation, LESSOR shall have the right to give notice of the immediate termination of this Lease Agreement. In such the Lessee shall not act accordingly, LESSOR shall have the right to take immediate repossession, without further notice and legal proceedings, where the container are, "as they are," and stop any transportation. Any contents involved in recovered container will be sold at a public auction no sooner than 30 days but later than 45 days after recovery. Said proceeds will be used to offset recover costs and/or unpaid invoices.

5.2 In such events LESSOR shall also be entitled to declare the entire unpaid balance of the rent for the entire term of the lease due and payable. Notice to this effect shall not preclude LESSOR from giving subsequent notice of termination and enforcing its remedies hereunder.

5.3 Lessee shall pay all reasonable charges including lawyers fees paid or incurred by LESSOR in connection with the repossession or enforcement of its remedies hereunder.

5.4 Para 6.2 and 6.3 shall be applicable.

### 6. Termination / Redelivery of Containers

6.1 A redelivery before the expiration or legally valid cancellation shall not relieve Lessee from his obligations hereunder. The acceptance of the containers by LESSOR deposits in such case shall under no circumstances be considered as abbreviation or cancellation of this Agreement, Lessee shall pay rental fees until the Agreement expires and shall indemnify LESSOR for all damages resulting from premature redeliveries.

6.2 Upon expiration or cancellation of this lease for whatever reasons, the Lessee shall redeliver all containers to LESSOR at an address specified by LESSOR at his expense, including lifting containers off delivering vehicles, or reimburse LESSOR for such expenses.

6.3 The Lessee shall be obligated to pay rental fees as per 6.3 until each container has been returned to LESSOR at one of the agreed places in the same condition as upon receipt by Lessee, and is fully serviceable. If the containers are not redelivered in good condition, Lessee shall continue to pay rent until termination of any repair and replacement measures in addition to the costs thereof.

6.4 If a fixed term is agreed and the Lessee does not return the containers on the termination date, the Lessee shall continue to pay rent for each such Container at the daily rate last in effect therefor, or at LESSOR'S then current market rate for a short term lease, whichever is the higher, until each of such containers is returned to LESSOR. The higher rate shall apply from the date of notice by LESSOR to the Lessee of such rate. Nothing in this paragraph shall be construed as giving the Lessee the right to retain a container beyond the term of the Lease.

### 7. Notices

Every notice required or permitted to be given by either party shall be by fax or in writing. In case of writing the notice shall be mailed to the other party.

### 8. Miscellaneous

8.1 Any amendment and supplementation hereto are invalid, unless made in writing.

8.2 Should any provision of this Agreement or parts thereof be found to be ineffective, the validity of the Agreement as such shall not be impaired in any respect. In that case, the parties hereby commit themselves to replace the invalid provision by a valid one which ensures that the desired purpose and intention hereof are achieved.

8.3 The captions of the paragraphs of this Agreement are for reference only and do not define, limit, or enlarge the meaning or scope of any clause.

8.4 The Lessee hereby waives any and all existing or future set-offs, or other claims, against any rent or other payments due under this Lease and agrees to pay the rent and other amounts due under this Lease regardless of any such claims.

8.5 Any controversy, dispute or claim arising out of, relating to or in connection with this Lease, or the breach thereof shall be decided by the ordinary courts. The laws of the State of California shall be applicable.

4.5 Lessor shall not be liable for any loss of or damage to any property left, stored, loaded or transported in or upon any equipment leased hereunder. and Lessee does hereby expressly waive any and all claims and demands for said loss or damage, including, but not limited to, loss of profits, or other alleged consequential damages against the LESSOR, and Lessee does further agree to save and hold the Lessor free and harmless against any and all such claims and demands.

4.6 Lessee agrees to release credit information to LESSOR in the event of delinquent payments without express notification by Lessor, through TRW or other credit service of Lessor's choosing. Such information will be held strictly confidential by LESSOR, for LESSOR'S exclusively.



Kemp Park – Storage Location for FLC Softball (August 2019)



Lembi Park – Storage Location next to Field B – FLC Baseball