



FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

PURCHASE ORDER NO. CBF20026

10 College Parkway
Folsom, CA 95630

PO Date: Sep 16, 2019 Date Required:

Ordered By: QUINTELL/SNOWDEN Requisition #: 41861

VENDOR: DRAMATISTS PLAY SERVICE
440 PARK AVENUE SOUTH
NEW YORK, NY 10016
Email: nonpro@dramatists.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

PH: 212-683-8960 FAX: 212-213-1539

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	Non-Professional License for THE HOT L BALTIMORE	1.00	EA	\$1,100.000	\$1,100.00
	Eleven (11) Performances				
	CUSTOMER #00043505 INVOICE #SO_00000575787				

INSTRUCTIONS:

Sub Total

State Tax %

State Tax

Shipping

Total PO Amount

EMAIL INVOICE TO:
Mary Swanson 916-608-6695
swansomc@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
Mary Swanson 9/17/19

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.



DRAMATISTS PLAY SERVICE, INC.
www.dramatists.com
 440 Park Avenue South, New York, NY 10016
 Tel. 212-683-8960 Fax 212-213-1539
 Federal ID 13-0644900

IF PAYMENT HAS BEEN MADE, DISREGARD THIS INVOICE

LICENSE INVOICE

DPS INVOICE # SO_00000575787
 CUSTOMER ACCOUNT # 00043505
 CUSTOMER PO #
 PAGE 1 OF 1

BILL TO Folsom Lake College Theatre Arts 10 College Parkway Folsom, CA 95630	SHIP TO Folsom Lake College David Harris Theatre Arts 10 College Parkway Folsom, CA 95630
---	---

DATE	CUSTOMER ACCOUNT #	CUSTOMER # FOR DPS	CUSTOMER PO #	SHIPPING	PAYMENT DUE
4/25/2019	00043505			UPS Ground	10/25/2019

QTY	DESCRIPTION	PER PERFORMANCE	PERFORMANCES	LINE TOTAL
11	The Hot L Baltimore – Nonpro Royalty November 2019	100.00	11	1,100.00

Note: For individuals and student organizations, full payment of license fees, including for the use of supplementary production materials, is due two weeks from the date of the license invoice. For all other licensees, full payment of license fees, including for the use of supplementary production materials, is due two weeks prior to the first performance. DPS must be informed in writing in advance of changes to performance dates, venue, number of performances or cancellation. Emails may be sent to nonpro@dramatists.com. For deposit refunds to be issued, all scores and rental materials must be returned to: Dramatists Play Service, Inc., Publications Department, 440 Park Avenue South, New York, NY 10016.	SUBTOTAL	1,100.00
	SHIPPING & HANDLING	0.00
	SALES TAX	0.00
	TOTAL DUE	\$1,100.00

LICENSE INVOICE REMITTANCE DETACH AND REMIT WITH YOUR CHECK, MONEY ORDER OR CASHIER'S CHECK PAYMENT IN U.S. FUNDS ONLY

DATE	DPS INVOICE #	CUSTOMER ACCOUNT #	CUSTOMER # FOR DPS	CUSTOMER PO #	PAYMENT DUE	TOTAL DUE
9/13/2019	SO_00000575787	00043505			10/25/2019	\$1,100.00

Folsom Lake College
 Theatre Arts
 10 College Parkway
 Folsom, CA 95630

REMIT TO: **Dramatists Play Service, Inc.**
Accounts Receivable
440 Park Avenue South
New York, NY 10016

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

9-10-19
DATE

VENDOR Dramatists Play Service
ADDRESS 440 Park Ave South
CITY New York #
STATE NY ZIP 10016

REQ. # CBF 41861
PO REQUIRED(circle one) YES NO
P.O. # CBF 20026
DATE REQUIRED 9-11-19

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Hot L Baltimore play rights				1,100.00
2	Invoice # 50-0000575787				
3					
4					
5					
6					
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	<u>1,100.00</u>

Account Name SCOFL / Bus Unit 5601 / Account 14 / Department FL-VI-THR / Program 10070 / Class 0000 / Project 077A / Amount \$ 1,100.00

Account Name _____ / Bus Unit _____ / Account _____ / Fund _____ / Department _____ / Program _____ / Class _____ / Project _____ / Amount \$ _____

AUTHORIZED M. Dantel
Club Officer/Requestor

APPROVED [Signature]
Faculty Advisor/Administrator

Business Services Use Only

Budget Checked MS Vendor ID 1383

Voucher # 41861 Date 9-17-19

Warrant # _____ Date _____

NONPROFESSIONAL LICENSE

PRINT FOR YOUR RECORDS. INCLUDE A COPY
WITH PAYMENTS SENT BY REGULAR MAIL.

David Harris
Folsom Lake College
10 College Parkway

Davis, CA 95630
United States

Tel. 9166086760
Fax

harrisd@flc.losrios.edu
www.falconseyetheatre.com

Applicant Type: College/University
Postal Code of Venue: 95630
Number of Performances: 11
License Period: 11/08/2019 - 11/24/2019
License Number: web237262
Customer Number:
Purchase Order Number:
Subtotal Amount Due: \$1,100.00

Final Total Amount Due will be reflected on your invoice.

Payment Due Date: 10/25/2019

*All fees must be paid in U.S. funds. You may pay by check, money order
or cashier's check or by credit card online at www.dramatists.com.*

Title: THE HOT L BALTIMORE

Author(s): Lanford Wilson

The above Subtotal Amount Due does not include shipping and handling fees for required or optional scores, sheet music, CDs, DVDs or other items. For more information see the paragraph entitled BILLING REQUIREMENTS.

The nonexclusive nonprofessional stage performance rights to THE HOT L BALTIMORE are hereby granted to David Harris for the period 11/08/2019 through 11/24/2019.

I, the applicant, individually and on behalf of any corporate or partnership entity, do hereby agree to comply with Dramatists Play Service, Inc.'s terms and conditions set forth below for the nonexclusive nonprofessional stage performance rights to THE HOT L BALTIMORE.

TERMS AND CONDITIONS:

1. The play(s) must be presented only as published in the Dramatists Play Service, Inc. authorized acting edition(s), without any changes, additions, alterations, or deletions to the text or the title. These restrictions shall include, without limitation, not altering, updating, or amending the time, locales, or settings of the play(s) in any way. Furthermore, the gender or race of the characters may not be changed or altered in production in any way, and the characters are to be performed by actors who match the specified gender or race, unless the author has indicated flexible casting possibilities.

Requests for permission to make any changes to the text of the play or in the casting of the play must be made in writing to Dramatists Play Service for review and consideration by the author or copyright holder.

2. All playbills and programs must include the following on the title page: "[TITLE] is presented by special arrangement with Dramatists Play Service, Inc., New York."

3. You must adhere to any additional terms set forth in the license under the paragraph entitled **BILLING REQUIREMENTS**.

a. If there are no additional acknowledgment requirements set forth in the license under the paragraph entitled BILLING REQUIREMENTS, adhere to the following standards: The author(s) shall receive credit as sole and exclusive author(s) of the play in all programs distributed in connection with performances of the play(s) and in all instances in which the title(s) of the play(s) appears for purposes of advertising, publicizing or otherwise exploiting the play(s) and/or a production thereof. The name(s) of the author(s) must appear on a separate line in which no other name appears, immediately beneath the title(s) and in size and prominence of type equal to 50% of the largest letter used for the title(s) of the play(s).

4. Performances must take place on the dates specified on the license and in the location designated. Any proposed changes in the dates, venue, or number of performances must receive prior written approval Dramatists Play Service, Inc, in order to be effective.

5. Payment should be received in full by the due date. As permitted by law, should my/our account need to be placed with a collection agency or attorney by Dramatists Play Service, Inc., I/we agree to pay any and all costs and expenses of no more than 30% of the total licensing fee(s) past due, including but not limited to all actual attorney fees and court costs incurred by Dramatists Play Service, Inc.

6. If you cancel any performances you must notify us in writing via the cancellation application on the DPS website and state the reason for the cancellation.

Refund Policy:

- a. If you submit your cancellation request **before** the first performance, a full refund will be processed.
- b. If you submit your cancellation request **after** the first performance, but within 14 days after the last performance, a \$25 cancellation fee will be applied.
- c. If you submit your cancellation request later than **14 days after the last performance**, your licensing fees will not be refunded.

7. This authorization applies to nonprofessional stage performance rights only. All other rights of every kind nature, including but not limited to television, video or audio, in whole or in part, or any other form of mechanical or electronic reproduction, such as information storage and retrieval systems, recording, web pages and photocopying, are reserved by the author(s) and are not included in this authorization. Reproduction of any kind, including for personal use, is also strictly prohibited.

8. In addition, amateur leasing rights for this production or for any of the plays listed in our Catalogue may be withdrawn by the Play Service at any time. Any fees previously paid will be promptly refunded, and Dramatists Play Service, Inc. shall have no other financial or legal responsibility with regard to such withdrawal.

BILLING REQUIREMENTS:

SPECIAL NOTE

Anyone receiving permission to produce THE HOT L BALTIMORE is required to give credit to the Author as sole and exclusive Author of the Play on the title page of 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 of the Author must appear on a separate line, in which no other name appears, immediately beneath the title and in size of type equal to 50% of the size of the largest, most prominent letter used for the title of the Play. No person, firm or entity may receive credit larger or more prominent than that accorded the Author. The following acknowledgment must appear on the title page in all programs distributed in connection with performances of the Play:

Originally produced in New York by Circle Repertory Company,
directed by Marshall W. Mason.