

CONTRACT NAME: AGREEMENT BETWEEN MIKE BROWN GRANDSTANDS, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is a contract between Mike Brown Grandstands, Inc. and DJUSD to provide bleachers for the visitors at Davis Senior High School during the 2016-2017 football season.

The cost for the service is \$12,900 and is allocated in the 2016-2017 District athletics budget.

Mike Brown Grandstands, Inc.

P.O. Box 2185 ~ Irwindale, CA 91706
 Ph: (626) 303-5112 Fx: (626) 303-5115

CONTRACT 10205 MD

BILL TO: Davis Senior High School
 Jeff Lorenson
 315 West 14th Street
 Davis , CA 95616

SITE LOCATION: Davis Senior High School
 315 West 14th Street
 Davis , CA 95616

OFFICE PH: 530.757.5400	CLIENT PO#:	
FAX: 530.757.5492	CLIENT SITE REP: Jeff Lorenson	
E-MAIL: jlorenson@djuds.net	SITE PHONE: 916-529-3978	JOB #: 40335

DESCRIPTION OF SERVICE

QUANTITY	ITEM	PRICE
1	Temporary rental of the following: (1) 90' x 16 row elevated bleacher on visitor side of stadium (18A42A18) To include delivery, installation, rental and removal Add for ADA platform and ramp (not used) Permits & engineering are not included A signed contract and purchase order is required otherwise a delivery will NOT be scheduled. Bleacher location must have access for truck and/or forklift *Delivered elevated, built ground level, discount applied on 8/3/16 Installation: August 01, 2016 Install by 8/10/16 Removal: November 28, 2016 TBD November 2016 TERMS: NET 10 (with P.O.) Please Send Payments ONLY to P.O. Box 1414, Glendora, CA 91740	\$12,900.00

All liability including, but not limited to, the use and operations of the above rental equipment is the sole responsibility of Lessee. Lessor is responsible only for the structural integrity of the installation. Lessee agrees to defend and hold harmless Lessor in any and all claims, except in the event of structural failure, in connection with the above rental equipment. Minors shall not be allowed on rental equipment unsupervised.

TOTAL	\$12,900.00
DEPOSIT	
BALANCE	\$12,900.00

This proposal shall represent the full and complete Agreement between the parties when signed by the Lessee and returned to us. Notwithstanding the foregoing, this Agreement is subject to availability of the material and equipment described herein as of the date the fully executed Agreement is received by us.
This Agreement is subject to the terms and conditions set forth on the back page hereof, which terms and conditions are made part of this Agreement.

Lessee Davis Senior High School

Lessor Mike Brown Grandstands, Inc.

Michael D. Brown

By _____

Date May 4, 2016

DATE

Mike Brown Grandstands, Inc.

P.O. Box 2185 ~ Irwindale, CA 91706
Ph: (626) 303-5112 Fx: (626) 303-5115

CONTRACT 10205 MD

1. Lessor hereby leases to the Lessee, and Lessee hereby leases from Lessor, the material and equipment described on the face side of this agreement (Hereinafter called "equipment"), and agrees to provide the services incident thereto at the price set forth here in and subject to the following terms and conditions:
2. This is a lease agreement only and the equipment shall remain the personal property of Lessor. Lessee shall not sublet, encumber or dispose of said equipment or do anything which might suggest to third parties that Lessee has any power to do so. The equipment shall not be removed from the place of installation without the express written consent of Lessor, and Lessee shall not remove, cover or interfere with Lessor's identification or advertising labels attached to the equipment.
3. Lessee assumes all risks and liability for the use and operation of the equipment and for personal, injuries and property damage arising from or incidental thereto; and Lessee shall protect, defend, indemnify and save harmless Lessor against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to Lessee, his guests and employees of Lessor and Lessee, on account of personal injuries or death, or damage to property, growing out of, incident to or resulting directly or indirectly from the performance of this lease agreement, from any cause whatsoever unless such claims, demands or causes of action arise solely through the negligence of Lessor.
4. Lessee agrees to provide, at his expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the equipment, and access to such space. Prior to the time fixed for the dismantlement and removal of the equipment, Lessee shall remove all personal property installed or placed on the equipment by Lessee or any other party, and upon dismantlement of the equipment, Lessor shall have no obligation to provide protection for such personal property of Lessee or third party which had theretofore been protected by Lessor's equipment or to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on Lessee's premises not directly attributable to the removal of Lessor's equipment. In the event that any such personal property is not removed as required herein prior to the dismantlement and removal of the equipment, Lessor may nonetheless enter the premises, move or remove any of such personal property at Lessee's risk and cost, and dismantle and remove the equipment without further notice, and Lessee hereby indemnifies Lessor from any cost, expense or liability arising therefrom.
5. Lessor shall deliver and install the equipment at such reasonable times as it deems best for safety and scheduling, allowing time for Lessee's decoration and pre-event arrangements. Lessee shall advise the Lessor as to the existence and location of any underground cables, pipes, conduits, etc. In the absence of such advice Lessor can assume no underground obstructions exist. Although Lessor will endeavor to minimize damage to Lessee's lawn, plantings, underground utilities and premises generally (including power failures and other hazards), Lessee assumes the risk and releases Lessor from liability from any such damages which may occur. Lessor may rely on and follow any directions whether oral or written of any member of Lessee's family or his employees or agents with respect to any act or acts performed by Lessor in the delivery, installation, dismantlement or removal of the equipment or the performance of any services called for by this agreement.
6. If Lessee supplies any labor in connection with the installation of the equipment, Lessee shall provide workmen's compensation insurance for such labor meeting applicable state law requirements and general liability insurance in amounts reasonably required by Lessor, Lessee shall hold Lessor harmless from and against any all claims, damages, costs and liability of any nature related to the use of such labor supplied by Lessee.
7. In the event that Lessee changes any of the arrangements relating to the services to be performed or to equipment to be leased, Lessor shall have the right to add or subtract such equipment, service or servicemen as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional equipment, service or servicemen (or shall receive credit for any reduction thereof) at Lessor's customary charge therefor.
8. This contract may be cancelled by Lessee not less than seventy-two (72) hours prior to the time scheduled for initial delivery of equipment to premises of Lessee. In the event that such notice of cancellation is give by Lessee to Lessor on or before thirty (30) days prior to such scheduled delivery date then Lessee's deposit shall be refunded except for such portion of the deposit as represents out-of-pocket expenditures incurred by Lessor in anticipation of the engagement. In the event that such notice of cancellation is given less than thirty (30) days but more than (72) seventy-two hours prior to such delivery date, then Lessee shall be liable in addition thereto for any provable damages directly attributable to such cancellation. Should Lessee fail to give such notice of cancellation prior to seventy-two (72) hours before the scheduled delivery date, then Lessee shall be responsible for the full contract price as specified in this agreement.
9. Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof within the period specified herein. If the balance due is not paid at the time, an amount equal to 2% (24% per annum) of the outstanding balance shall be added to said balance every thirty (30) days thereafter until final payment is made by Lessee. In the event that Lessee has directed that the lease charges hereunder be billed to another person or organization, and payment is not made by such person or organization with the terms specified Lessee shall, promptly upon receiving note of non-payment, pay said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof.
10. If Lessee shall default in the payment of any fees hereunder or otherwise breach any of the terms and conditions hereof, or if any execution of writ or process of law shall be issued in any action against the Lessee, whereby the said equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter into any agreement or composition with creditors, or if Lessor shall deem itself insecure, Lessor may immediately take repossession of its equipment without any court order or any other process of law and may enter upon any premises where said equipment may be and remove the same with or without notice of its intention to do so, without liability therefor.
11. No representations, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this agreement or the equipment rented except as expressly provided herein. This agreement, together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modification of this agreement must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by the Lessee and the charges therefor may be made orally by the parties. In the event of any breach of this agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the price paid or that portion thereof as may represent Lessee's damages. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LESSOR'S BREACH.
12. Lessor's rights and remedies hereunder or by law shall be cumulative, not exclusive, and shall be in addition to all of the rights and remedies available to Lessor. Lessor's failure to enforce strictly any provisions of this agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance.
13. If this contract provides for the sale of goods, paragraphs 3, 4, 6, 9, 10, 11, and 12 above shall apply, and in addition, the following terms shall apply:
 - a) The goods are sold "AS IS" with NO WARRANTY of merchantability or of fitness for a particular purpose except as expressly stated on the face hereof.
 - b) Installation, maintenance or other services are not included in the sale contract. If this agreement provides for services to be rendered by Lessor, the contract therefor shall be deemed separate from this agreement, and will be priced separately, and in such case paragraph 6 shall apply to the extent it is applicable.
 - c) Buyer represents and warrants that he has all knowledge and facilities necessary for proper maintenance of the goods sold and Buyer further indemnifies and holds harmless Lessor, from all claims, damage, cost and liability of any nature related to the use and/or maintenance of the goods.
14. Any person executing this agreement on behalf of a corporation or organizing warrants in his individual capacity that he is acting within the scope of his authority and that said corporation or organization shall be bound thereby.