

**CONTRACT NAME: AGREEMENT BETWEEN A GRAND AFFAIR PARTY &
RENTAL AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is to provide rental of chairs and a tent including set up and take down, for the Davis Senior High School Graduation Ceremony on June 14, 2019.

FISCAL IMPACT: The cost of this is included in the approved 2018-2019 site budget.



A Grand Affair Party & Event Rentals
 PO Box 4852
 Davis, CA 95617
 Phone: (530) 574-0787
 Email: info@agrandaffairrental.com
 Website: www.agrandaffairrental.com

1-503385

Reservation

Delivery

Start Date:	6/12/2019 5:00 PM
End Date:	6/14/2019 10:00 PM
Return Date:	
Delivery Date:	6/12/2019 5:00 PM
Pickup Date:	6/14/2019 10:00 PM
Order Terms:	Due On Receipt
PO #:	
Job #:	

Ship To: Ron & Mary Brown Stadium
 Oak Ave
 Davis, CA 95616

Customer Information

Davis Joint Unified School District
 526 B Street
 Davis (UC Davis), CA 95616


Ship VIA	Customer Email	Work Phone #	Work Phone #
		(530) 757-5300	(530) 759-2186

Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name
87				Kimo Bernauer

Qty Out	Qty In	Description	Retail	Variance	Per Unit	NonTax	Total
1		Tent, 20'x40' frame	\$560.00	49%	\$285.60		\$285.60
1		Tent, wall solid 8'x20'	\$40.00	62%	\$15.20		\$15.20
3750		Chair, brown folding			\$1.00		\$3750.00
1		Set up and Take Down			\$1600.00		\$1600.00

Order Terms:

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. I have received a copy of this agreement.

X 
 Customer Signature

 Customer Name (Printed)

HOURS:
 Monday - Friday 12:00pm - 5:00pm
 Mornings by appt Monday - Friday
 Saturday 9:00am - 3:00pm
 Closed Sundays



Rental Charges:	\$5,650.80
Sub Total:	\$5,650.80
Tax:	\$409.69
Order Total:	\$6,060.49
Amount Paid:	\$0.00
Amount Due:	\$6,060.49

TERMS AND CONDITIONS

For the purpose of this Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, and its agents and/or employees.

In consideration of hiring of the equipment (herein "the rental equipment, or equipment") described on the front of this Rental Agreement it is agreed as follows:

- 1) **HOLD HARMLESS/INDEMNITY.** You assume all risks associated with the possession, use, transportation and storage of the Rented Items. ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RENTAL COMPANY FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY YOU, YOUR EMPLOYEES AND/OR ANY THIRD PARTY(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM OUR INTENTIONAL MISCONDUCT.
- 2) **ALLOCATION OF RISK.** This Rental Contract allocates the risk of injury or damage to persons or property arising from the Rented Items or the transportation, storage, or use thereof, between You and Us. This allocation is recognized by You and is reflected in the rental rate.
- 3) **ASSUMPTION OF RISK.** You acknowledge that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. **YOU VOLUNTARILY ASSUME ALL SUCH RISK AND RELEASE AND DISCHARGE US AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH OUR NEGLIGENCE (OTHER THAN OUR INTENTIONAL MISCONDUCT).**
- 4) **OPERATORS.** No operators are furnished, directly or indirectly with our equipment.
- 5) **RECEIPT/INSPECTION OF RENTED ITEMS.** You acknowledge that You have received, inspected, examined and accepted the Rented Items, and that, as delivered to You, each is reasonably clean, in good operating condition and repair and otherwise in all ways acceptable to You. You have selected the Rented Items based on Your determination that they are appropriate for Your purposes, use application and environment, and not based on any recommendation by Us. The Rented Items are provided to You AS IS, WHERE IS and without any warranty by Us as to their condition or appropriateness for Your purpose.
- 6) **POSSESSION/TITLE.** We own the Rented Items, and title in and to all of them will remain Ours at all times. You are entitled only to use and possess the Rented Items for the Rental Period; subject of the terms of this Contract. If You retain any of the Rented Items beyond the agreed Term without our express consent, You will be deemed to have materially breached this Contract. You will not take, grant or permit the taking of (and You hereby waive any and all) liens or other similar claims on any portion of the Rented Items, and You will take such actions as may be necessary, at Your sole cost and expense, to ensure that any and all such liens are released as soon as possible.
- 7) **RENTAL PERIOD.** You hereby rent from us the Rented Items for the Term, and agree to pay us the Rent for all Time Out (but in any event, not less than the "Minimum Rent," if any, specified on page 1). Except only as expressly set forth in this Contract, we **charge Rent for all Time Out, including Saturdays, Sundays and holidays.**
- 8) **RENT.** In addition to the amounts coming due under any other provision(s) of the Contract, You agree to pay Us the Rent specified on Page 1, without reduction or setoff, for the period commencing upon the Time Out and continuing without interruption until the Actual Time In. If You fail to return any Equipment when it is Due In, You will continue to pay us Rent on the basis set forth on Page 1 for all additional time elapsed (a "Late Period") until the equipment is returned to, and accepted by, Us.
- 9) **ORDINARY WEAR AND TEAR.** "Ordinary Wear and Tear," meaning normal deterioration resulting from the proper and intended use of the Rented Items in accordance with the terms of this Contract, will not be considered damage. Damage which is not "Ordinary Wear and Tear" (and for which You will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities and non-standard use.
- 10) **COMPLIANCE WITH LAWS.** You agree to comply fully, at Your sole cost, with all laws and regulations applicable to the storage, use and transportation of the Rented Items.
- 11) **RETURN OF RENTED ITEMS.** You agree to return the Rented Items to Us during Our normal business hours at or before the end of the Term, or if We agree to retrieve the Rented Items, make them available for retrieval in a reasonably safe, dry and secure location immediately upon conclusion of Your event. Nonetheless, We may terminate this rental at any time by written notice to You and/or by retaking possession or control of the Rented Items in the event You breach any one or more of the terms of this Contract or threaten to do so. Rent will continue to accrue until We receive the Rented Items, and Your only right with respect to the Rented Items is to use them during the Term. You agree to ensure that, upon return to Us, the Rented Items are clean, free of all food, stains, burns, dirt and debris, rental ready, and otherwise in substantially the same order, condition and repair as at the Time Out, "Ordinary Wear and Tear" (as defined in Paragraph (9)) excepted. You agree to pay a reasonable charge for any and all Rented Items returned in any other condition.
- 12) **WARRANTY WAIVER.** THE RENTED ITEMS ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS." WE MAKE NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF SUITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR ANY PARTICULAR PURPOSE), NOR DO WE MAKE ANY WARRANTY AGAINST INTERFERENCE, INFRINGEMENT, THAT THE RENTED ITEMS ARE FIT FOR YOUR INTENDED USE, APPLICATION OR ENVIRONMENT, OR THAT THEY ARE FREE FROM DEFECTS (LATENT OR PATENT). NO WARRANTIES SHALL BE DEEMED TO EXIST WITH RESPECT TO THE RENTED ITEMS, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. ACCORDINGLY, YOU HEREBY WAIVE ANY AND ALL IMPLIED WARRANTIES. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR ANY LIABILITIES, CLAIMS, INJURIES, LOSSES, COSTS OR DAMAGES ARISING FROM OR ASSOCIATED WITH THE USE OR ANY FAILURE OF, OR ANY UNKNOWN DEFECT IN OR WITH RESPECT TO, ANY OF THE RENTED ITEMS. YOUR SOLE REMEDY FOR ANY FAILURE OF OR DEFECT IN OR WITH RESPECT TO ANY OF THE RENTED ITEMS IS TERMINATION OF THE ACCRUAL OF RENTAL CHARGES AT THE TIME OF FAILURE.
- 13) **ASSIGNMENT AND SUBLETTING.** We may, at Our sole option, assign all or any portion of our rights and/or remedies under this Contract without Your consent. **YOU MAY NOT ASSIGN YOUR RIGHTS OR REMEDIES UNDER THIS CONTRACT, NOR MAY YOU SUBLEASE OR LOAN ANY OF THE RENTED ITEMS TO ANY THIRD PARTY WITHOUT OUR PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY YOU WILL, AT OUR OPTION, BE DEEMED VOID FROM THE BEGINNING.**
- 14) **DEFAULT/REMEDIES.** If you fail to comply with any provisions of this Contract or any other agreement between You and Us in a timely manner, if You seek bankruptcy protection, or if an involuntary proceeding in bankruptcy is commenced against You, the same will be deemed an immediate and material breach of, and an event of default under, this Contract, whereupon We may, at Our option, exercise any or all of the following remedies:
 - a) We may terminate Your right to possess and use the Rented Items, enter upon any premises where any of the Rented Items may be located WITHOUT NOTICE and retake possession of immobilized and/or render unusable such RENTED Items, WITH OR WITHOUT PROCESS OF LAW;
 - b) If Your default deprives Us of the use of any Rented Item, We may purchase other replacement items and recover the cost of the same, together with any associated costs (e.g., packing, transportation, storage, delivery and taxes) from You.
 - c) We may declare all Rent due and coming due under this Agreement, together with interest and late fees, if any, as well as attorney's fees, immediately due payable;
 - d) We may seek immediate relief from any automatic stay in bankruptcy; and/or
 - e) We may pursue any other remedy available to Us under this Contract or under applicable law.
 - f) Our exercise of any one of these remedies will not constitute an election of remedies or a waiver of any other remedy We may have, it being understood that all such rights and remedies shall be cumulative.
- 15) **TAXES AND FEES:** You will also be responsible for paying all taxes, fees and other governmental assessments, including without limitation, sales and use taxes, applicable to the rental of the Equipment.
- 16) **DELIVERY. Generally:** We will deliver and/or retrieve the Rented Items in exchange for the "Delivery Charge" specified on page 1. You agree to provide our personnel with reasonable access to the delivery destination at all times and agree to refrain from interfering with our delivery, set up and/or retrieval of the Rented Items.
RELEASE AND INDEMNITY: YOU HEREBY RELEASE AND DISCHARGE US FROM ANY AND ALL LIABILITY AND DAMAGES (INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL AND PUNITIVE DAMAGES) ARISING FROM OR ASSOCIATED WITH OUR DELIVERY, SETUP AND/OR RETRIEVAL OF THE EQUIPMENT, AS WELL AS ANY DELAY, FAILURE OR INABILITY TO DELIVER, SET UP OR RETRIEVE ANY EQUIPMENT.
- 17) **CREDIT CARD AUTHORIZATION.** Subject to such limitations as may be set forth in applicable law, You irrevocably and unconditionally authorize Us to immediately submit for payment on the credit card (if any) You have provided Us all estimated charges coming due under this Contract, and You agree to indemnify, defend and hold harmless the Rental Company with respect to the same.
- 18) **RETAKEING OF RENTED ITEMS.** If any Rented Item is not returned to Us upon Your default, upon expiration or termination of the Term, or if in Our view, it shall become necessary for Us to retake any Rented Item to protect it from loss or damage, We shall be entitled, at Our option, to immediately and WITHOUT NOTICE, retake possession and control of, immobilize and/or render inoperable, such Rented Item without interference from You and WITHOUT PROCESS OF LAW. In the event We elect to do so, You agree (a) to provide Us with immediate access to each premises where the Rented Item may be located; (b) to gather and make the Rented Item(s) available for retrieval by Us; (c) to render such other assistance as We may deem necessary, and (d) that neither We nor Our agents will be liable for property damage, trespass, forcible entry, unlawful detainer or other similar transgression. You hereby irrevocably appoint Us as Your attorney-in-fact, which appointment is coupled with an interest, for the purpose of taking such actions and executing such documents as We may deem appropriate, in order to effect the foregoing remedies (or any of them). You for Yourself and for Your heirs, administrators, representatives, employees, agents, successors and assigns, hereby waive, and agree to indemnify, defend and hold harmless the Rental Company, its owners, shareholders, members, managers, officers, directors, employees and agents from and against, any and all liabilities, claims, damages, losses, costs and expenses (including without limitation, attorney's fees, freight, storage, labor, packing and shipping) arising from or associated with such retaking.
- 19) **ENFORCEMENT.** You agree to pay Us all attorney's fees and other costs We may incur in enforcing or exercising Our rights under this Contract, whether or not suit is filed.
- 20) **SEVERABILITY/NO WAIVERS.** If any provision of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this Contract, or if no such modification shall be possible, deleted, and the remainder of this Contract will remain valid and enforceable. No exercise, nor failure or delay by Us in the exercise of, any right or remedy available hereunder, at law or in equity will be deemed an election of remedies or a waiver of any such rights and/or remedies. Nor will Our receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from You operate waive or release, in whole or in part, any claim(s) arising hereunder or in connection herewith (except as to the portion(s) thereof actually received by Us in cash or other good funds).
- 21) **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THIS

WAIVER

PERTAINS TO ALL DISPUTES THAT MAY RELATE TO THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BREACH OF DUTY, AND ALL OTHER COMMON LAW STATUTORY CLAIMS, AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY (A) UNDERSTANDS **THAT THIS IS A WAIVER OF IMPORTANT LEGAL RIGHTS** AND (B) ACKNOWLEDGES THAT HE/SHE/IT HAS HAD A REASONABLE OPPORTUNITY TO DISCUS THIS WAIVER AND ITS EFFECTS WITH LEGAL COUNSEL. ACCORDINGLY, EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS JURY TRIAL RIGHTS.

- 22) **SIGNATURE.** This contract may be signed in multiple counterparts, each of which will be deemed valid and enforceable, so long as they are identical (if not, the version signed by the Rental Company (us) will control). For this purpose, facsimile and electronic signatures will be deemed the equivalents of originals.
- 23) **LINENS.** If linens are included in the Rented Items, You agree to return them in laundry bags, dry and free of damage, mildew, stains, burns, dirt and debris. **DAMP LINENS SHOULD NOT BE ROLLED OR PLACED IN BAGS, AS MILDEW WILL RESULT.** You agree to pay the full replacement cost (including without limitation, all ordering, packing, shipping and handling charges) of any linens not returned or returned mildewed, damaged, permanently stained, burned or otherwise rendered unusable.
- 24) **WARNING REGARDING CRIMINAL CONVERSION.** NOTICE: THE USE OF FALSE OR FICTITIOUS IDENTIFICATION TO OBTAIN RENTAL PROPERTY, THE FAILURE TO RETURN RENTAL PROPERTY OR THE FAILURE TO PAY FOR ITS USE, IS A CRIME AND MAY RESULT IN CRIMINAL PROSECUTION.