

# JEFFERSON COUNTY PUBLIC SCHOOLS

## CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Smart City - KY Region (hereinafter "Contractor"), with its principal place of business at 927 Phillips Lane Louisville KY 40209.

### WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

### ARTICLE I

#### Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

### ARTICLE II

#### Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide Audio Visual (AV) services for the JCPS Deeper Learning Symposium to be held on the dates of June 6-8, 2018 at the Kentucky Exposition Center. Services for audio visual to include the Plenary Optimum totaling \$30,929.25 and the Breakouts totaling \$19,395.00. Total cost shall be \$50,324.25.

In regards to Article V, paragraph 1, the Contract Administrator hereby grants permission for the Contractor to subcontract for the services.

Smart City A/V proposal for JCPS Deeper Learning Breakout and Plenary Sessions are attached and incorporated herein by reference.

The Contract Administrator hereby waives all insurance requirements contained in Article V. All other provisions of Article V shall remain the same.

### ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	<u>\$50,324.25</u>
Progress Payments (if not applicable, insert N/A):	<u>NA</u>
Costs/Expenses (if not applicable insert N/A):	<u>NA</u>
Fund Source:	<u>General fund</u>

### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 6, 2018 and shall complete the Services no later than June 8, 2018, unless this Contract is modified as provided in Article VIII.

### ARTICLE V. Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

#### ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

#### ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

#### ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

## ARTICLE IX

### Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

## ARTICLE X

### Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## ARTICLE XI

### Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

## ARTICLE XII

### Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

## ARTICLE XIII

### Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the

appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

#### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

#### ARTICLE XV Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of May 9, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 65-0524748

JEFFERSON COUNTY BOARD OF  
EDUCATION

Smart City - KY Region  
CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Martin A. Pollio, Ed.D.  
Superintendent

Title: Dan Dobson  
General Manager

Cabinet Member: Dr. Carmen Coleman

C  
(Initials)

Jefferson County Public Schools  
**NONCOMPETITIVE NEGOTIATION  
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: \_\_\_\_\_

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: Per Melinda Gentry, Purchasing Manager at KEC, Smart City is the preferred vendor for AV services and holds the bid for providing these services at KEC events.

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: \_\_\_\_\_

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): \_\_\_\_\_

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): \_\_\_\_\_

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): \_\_\_\_\_

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: \_\_\_\_\_

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: \_\_\_\_\_

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: \_\_\_\_\_

**I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.**

Tara Isaacs

Print name of person making Determination

Professional Learning & Deeper Learning

School or Department

Tara Isaacs  
Signature of person making Determination

3/26/18  
Date

\_\_\_\_\_  
Name of Contractor (**Contractor Signature Not Required**)

\_\_\_\_\_  
Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011



Smart City  
5795 West Badura Ave.  
Suite 110  
Las Vegas, NV 89118

Voice: (502) 815-6600  
Fax: (502) 815-6800

Hold No.: 172715  
Version No.: 1  
Terms: In Advance  
Salesperson: Corey Smith

Show Information		Client PO#:	
Show	KEC/JCPS/Breakouts/06-06-18	Site:	KY Expo Center
Contact:	Alan Young		937 Phillips Ln
Client:	JCPS Educator Growth System		Louisville KY 40209
	3332 Newburg road	Room:	Multi
	Louisville KY 40128	Site Ph:	
Phone:	502-485-6742	Contact:	
Mobile:	502-338-7795		
Email:	alan.young@jefferson.kyschools.us		

## Schedule

Schedule Remarks	Date	Time
Load -In	06/05/2018	8:00 AM
Start Date	06/06/2018	10:30 AM
End Date	06/08/2018	4:00 PM
Strike	06/08/2018	4:00 PM

## Equipment

Qty	Item Description	Days	Unit Price	Discount %	Gross Total	Extended Total
<b>Small Breakouts:</b>						
<b>C102, C103, C106, C107, C110, B106:</b>						
6	4K HD DLP Data Projector Kit w/ 6' Screen	3.00	275.00	0.00	4950.00	4950.00
6	Table Top Podium	3.00	50.00	0.00	900.00	900.00
6	Audio Patch - Computer	3.00	20.00	0.00	360.00	360.00
6	Wireless Presenter Remote w/Laser Pointer	3.00	0.00	0.00	0.00	0.00

### Medium Breakouts:

#### C101, C104, C105, C108, C109:

5	4K HD DLP Data Projector Kit w/ 8' Screen	3.00	275.00	0.00	4125.00	4125.00
5	Standing Lectern w/ Microphone	3.00	75.00	0.00	1125.00	1125.00
5	Audio Patch - Computer	3.00	20.00	0.00	300.00	300.00
5	Wireless Presenter Remote w/Laser Pointer	3.00	0.00	0.00	0.00	0.00

### Large Breakouts:

#### B102, B103, B104, B105:

4	Screen FF - 9' x 12' w/ Dress Kit	3.00	250.00	0.00	3000.00	3000.00
4	LCD Projector - 5000 Lumen WUL100A w/ Standard Lens	3.00	400.00	0.00	4800.00	4800.00
4	Standing Lectern w/ Microphone	3.00	75.00	0.00	900.00	900.00

4	Audio Patch - Computer	3.00	20.00	0.00	240.00	240.00
4	Wireless Presenter Remote w/Laser Pointer	3.00	0.00	0.00	0.00	0.00

### Labor

Qty	Personnel	Task	Start Date	ST Hrs	OT Hrs	ST Rate	OT Rate	Subtotal
1	Show Manager*	Set	06/05/2018 08:00 AM			60.00	90.00	
5	Technician Labor*	Set	06/05/2018 08:00 AM	5.00		60.00	90.00	1500.00
3	Technician Labor*	Show	06/06/2018 10:00 AM	6.00		60.00	90.00	1080.00
3	Technician Labor*	Show	06/07/2018 10:00 AM	6.00		60.00	90.00	1080.00
3	Technician Labor*	Show	06/08/2018 10:00 AM	6.00		60.00	90.00	1080.00
5	Technician Labor*	Strike	06/08/2018 04:00 PM	4.00		60.00	90.00	1200.00

### Show Remarks

Equipment	\$20,700.00
Labor	\$5,940.00
Misc	
Freight	
Service Charge	
Subtotal	\$26,640.00
Discount	(7,245.00)
Sales Tax	
<b>TOTAL AMOUNT</b>	<b>\$19,395.00</b>

\* Non-Discountable Item

## AGREEMENT

### RENTAL TERMS AND CONDITIONS

**HOURS OF OPERATION:** Our office hours are 8am - 5pm Monday through Friday with emergency hotline available. Our offices are closed on Nationally Recognized Holidays.

**24-HOUR SERVICE:** A technician is on call 24-hours to serve our customers by dialing (502) 815-6608. Services required on short notice may be subject to minimum labor charges and equipment substitution based on availability.

**PAYMENT:** All orders are to be paid in ADVANCE, or invoiced with approved credit. If not paid within these terms, customer agrees that the invoice shall be subject to interest from the due date; and if not paid, customer agrees to pay all of Smart City's cost of collection, including attorney's fees. Acceptable forms of payment are cash, company check, Mastercard, Visa, Discover or American Express. Personal checks are accepted with proper identification. The customer agrees to pay a service charge of \$35.00 applied to each returned check accepted for payment by Smart City.

**RESPONSIBILITY:** The customer accepts full financial responsibility for rental items and accessory items from the time of receipt or delivery until the time of return to Smart City personnel. The customer agrees to return said equipment to Smart City in the same good condition and working order as upon delivery. Customer agrees to immediately notify Smart City of any and all problems or concerns; or will accept all financial responsibility for the equipment in their possession. Smart City will use reasonable efforts to assist Customer in complying with its corporate policies as furnished to Smart City; provided, that Smart City will not be held liable to the Customer or any other party for failure to adhere to the Customer's corporate policies, except due to Smart City's willful misconduct or gross negligence.

**CHARGES:** The customer agrees to pay all rental charges for the equipment delivered at the daily rates set forth in the agreement for each day or partial day until the equipment is returned to Smart City.

**CANCELLATIONS:** Rental orders cancelled upon delivery will be charged 100% of one day's rental charge for equipment plus any applicable labor and delivery charges. Orders cancelled within 14 days of delivery may be subject to fees.

Signature hereby grants Smart City Network's the exclusive right to provide the rental equipment, labor and services listed within this quotation. Additional items are to be approved by customer and billed appropriately.

**I HAVE READ AND AGREED TO THE TERMS CONTAINED ABOVE:**

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

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

\_\_\_\_\_  
**Print Name**



**Smart City**  
**5795 West Badura Ave.**  
**Suite 110**  
**Las Vegas, NV 89118**

**Voice: (502) 815-6600**  
**Fax: (502) 815-6800**

**Hold No.: 172711**  
**Version No.: 1**  
**Terms: In Advance**  
**Salesperson: Corey Smith**

Show Information		Client PO#:	
<b>Show</b>	KEC/JCPS/Plenary-Optimum/06-06-18	<b>Site:</b>	KY Expo Center
<b>Contact:</b>	Alan Young		937 Phillips Ln
<b>Client:</b>	JCPS Educator Growth System		Louisville KY 40209
	3332 Newburg road	<b>Room:</b>	SWC 201-205
	Louisville KY 40128	<b>Site Ph:</b>	
<b>Phone:</b>	502-485-6742	<b>Contact:</b>	
<b>Mobile:</b>	502-338-7795		
<b>Email:</b>	alan.young@jefferson.kyschools.us		

## Schedule

Schedule Remarks	Date	Time
Load -In	06/05/2018	8:00 AM
Start Date	06/06/2018	8:30 AM
End Date	06/08/2018	4:00 PM
Strike	06/08/2018	4:00 PM

## Equipment

Qty	Item Description	Days	Unit Price	Discount %	Gross Total	Extended Total
<b>Plenary Session - Video:</b>						
4	Screen FF - 9' x 16' w/ Dress Kit	3.00	400.00	0.00	4800.00	4800.00
4	DLP Projector - 8000 Lumen Barco RLM-W8	3.00	1000.00	0.00	12000.00	12000.00
4	Projector Lens - Barco RLM-W8 RLD W 2.9 to 4.34	3.00	200.00	0.00	2400.00	2400.00
1	DLP Projector - 12,000 Lumen Barco RLM-W12	3.00	1250.00	0.00	3750.00	3750.00
1	Projector Lens - TLD+ (1.16 to 1.49:1 WUXGA) (1.25 - 1.6:1 SXGA+)	3.00	200.00	0.00	600.00	600.00
1	DA - 3G/HD-SDI DA 1x8	3.00	0.00	0.00	0.00	0.00
1	Switcher - Black Magic Design ATEM 1M/E Switch Rack	3.00	600.00	0.00	1800.00	1800.00
1	Camera - BMD Ursa Mini 4K w/ Fujinon 20X HD Lens (1:1.8-8.6-172mm) and Vinten Tripod	3.00	600.00	0.00	1800.00	1800.00
1	Laptop - Lenovo Y50-70 (i7, 2.4GHz, 16GB DDR, 200GB)	3.00	150.00	0.00	450.00	450.00
1	Perfect Cue Professional Kit	3.00	150.00	0.00	450.00	450.00
1	Scissor Lift - 19' Platform Height, 25' Working Height*	1.00	450.00	0.00	450.00	450.00

### Plenary Session - Audio:

1	Digital Console - Behringer X32	3.00	350.00	0.00	1050.00	1050.00
12	Speaker - d&b T10 (NL4)	3.00	50.00	0.00	1800.00	1800.00
4	Speaker - d&b V Sub (NL4)	3.00	60.00	0.00	720.00	720.00

1	Amp - d&b Amp Rack (AES)	3.00	300.00	0.00	900.00	900.00
1	Wireless Microphone System - 4 Units, 4000 Series (Beltpack Only)	3.00	400.00	0.00	1200.00	1200.00
1	Audio Patch - Computer	3.00	20.00	0.00	60.00	60.00
3	ClearCom Belt Pack w/ Headset	3.00	25.00	0.00	225.00	225.00
1	ClearCom - MS-702 2-Ch. Main Station w/ Headset	3.00	50.00	0.00	150.00	150.00

**Plenary - Lighting:**

8	ETC S4 26° Ellipsoidal Light w/ C-Clamp	3.00	45.00	0.00	360.00	360.00
2	Dimmer - 6 Channel Stagepin DMX	3.00	50.00	0.00	100.00	100.00
1	Lighting Console - 12 Channel DMX	3.00	65.00	0.00	65.00	65.00

**Plenary Session - Scenic:**

1	Lectern - Custom Mahogany with Brushed Aluminum Backlit Panels	3.00	75.00	0.00	225.00	225.00
5	Drape - 16' Black Velour - 10' Section	3.00	100.00	0.00	1500.00	1500.00

**Equipment needed for when SCW 200's turn into breakouts:**

4	Standing Lectern w/ Microphone	3.00	75.00	0.00	900.00	900.00
4	Audio Patch - Computer	3.00	20.00	0.00	240.00	240.00

**Labor**

Qty	Personnel	Task	Start Date	ST Hrs	OT Hrs	ST Rate	OT Rate	Subtotal
2	Video Technician*	Set	06/05/2018 08:00 AM	6.00		60.00	90.00	720.00
2	Audio Technician*	Set	06/05/2018 08:00 AM	6.00		60.00	90.00	720.00
1	Lighting Technician*	Set	06/05/2018 08:00 AM	6.00		60.00	90.00	360.00
2	Technician Labor*	Set	06/05/2018 08:00 AM	6.00		60.00	90.00	720.00
1	Rigger*	Set	06/05/2018 08:00 AM	6.00		75.00	112.50	450.00
1	Video Technician*	Show	06/06/2018 07:30 AM	3.00		60.00	90.00	180.00
1	Audio Technician*	Show	06/06/2018 07:30 AM	3.00		60.00	90.00	180.00
1	Camera Operator*	Show	06/06/2018 07:30 AM	3.00		60.00	90.00	180.00
1	Video Technician*	Show	06/07/2018 07:30 AM	3.00		60.00	90.00	180.00
1	Audio Technician*	Show	06/07/2018 07:30 AM	3.00		60.00	90.00	180.00
1	Camera Operator*	Show	06/07/2018 07:30 AM	3.00		60.00	90.00	180.00
1	Video Technician*	Show	06/08/2018 07:30 AM	3.00		60.00	90.00	180.00
1	Audio Technician*	Show	06/08/2018 07:30 AM	3.00		60.00	90.00	180.00
1	Camera Operator*	Show	06/08/2018 07:30 AM	3.00		60.00	90.00	180.00
2	Video Technician*	Strike	06/08/2018 04:00 PM	3.00		60.00	90.00	360.00
2	Audio Technician*	Strike	06/08/2018 04:00 PM	3.00		60.00	90.00	360.00
1	Lighting Technician*	Strike	06/08/2018 04:00 PM	3.00		60.00	90.00	180.00
2	Technician Labor*	Strike	06/08/2018 04:00 PM	3.00		60.00	90.00	360.00
1	Rigger*	Strike	06/08/2018 04:00 PM	3.00		75.00	112.50	225.00

**Show Remarks**

**Equipment**

**\$37,995.00**

\* Non-Discountable Item

Labor	\$6,075.00
Misc	
Freight	
Service Charge	
Subtotal	\$44,070.00
Discount	(13,140.75)
Sales Tax	
<b>TOTAL AMOUNT</b>	<b>\$30,929.25</b>

## AGREEMENT

### RENTAL TERMS AND CONDITIONS

**HOURS OF OPERATION:** Our office hours are 8am - 5pm Monday through Friday with emergency hotline available. Our offices are closed on Nationally Recognized Holidays.

**24-HOUR SERVICE:** A technician is on call 24-hours to serve our customers by dialing (502) 815-6608. Services required on short notice may be subject to minimum labor charges and equipment substitution based on availability.

**PAYMENT:** All orders are to be paid in ADVANCE, or invoiced with approved credit. If not paid within these terms, customer agrees that the invoice shall be subject to interest from the due date; and if not paid, customer agrees to pay all of Smart City's cost of collection, including attorney's fees. Acceptable forms of payment are cash, company check, Mastercard, Visa, Discover or American Express. Personal checks are accepted with proper identification. The customer agrees to pay a service charge of \$35.00 applied to each returned check accepted for payment by Smart City.

**RESPONSIBILITY:** The customer accepts full financial responsibility for rental items and accessory items from the time of receipt or delivery until the time of return to Smart City personnel. The customer agrees to return said equipment to Smart City in the same good condition and working order as upon delivery. Customer agrees to immediately notify Smart City of any and all problems or concerns; or will accept all financial responsibility for the equipment in their possession. Smart City will use reasonable efforts to assist Customer in complying with its corporate policies as furnished to Smart City; provided, that Smart City will not be held liable to the Customer or any other party for failure to adhere to the Customer's corporate policies, except due to Smart City's willful misconduct or gross negligence.

**CHARGES:** The customer agrees to pay all rental charges for the equipment delivered at the daily rates set forth in the agreement for each day or partial day until the equipment is returned to Smart City.

**CANCELLATIONS:** Rental orders cancelled upon delivery will be charged 100% of one day's rental charge for equipment plus any applicable labor and delivery charges. Orders cancelled within 14 days of delivery may be subject to fees.

Signature hereby grants Smart City Network's the exclusive right to provide the rental equipment, labor and services listed within this quotation. Additional items are to be approved by customer and billed appropriately.

**I HAVE READ AND AGREED TO THE TERMS CONTAINED ABOVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

