REPORT TO CITY COUNCIL

DATE:

JUNE 12, 2024

TO:

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM:

NATHAN HAMBURGER, CITY MANAGER

BY:

NICK NEWKIRK, RECREATION MANAGER

SUBJECT: APPROVE AGREEMENT FOR CONTRACTOR SERVICES WITH J&A

RENTS AND SELLS, INC., DBA A RENTAL CONNECTION FOR

EQUIPMENT RENTAL SERVICES FOR CITY EVENTS

The purpose of this report is to seek approval for the City to enter into an agreement for ongoing rental services with J&A Rents and Sells, Inc., DBA A Rental Connection, Staff is requesting approval of an agreement that will operate through June 14, 2025, to provide equipment rental services for City of Agoura Hills events. A Rental Connection has been working with the City for several years providing multiple components for City events. These can include, but are not limited to, stages, canopies, tables, and chairs. The Agreement for Contractor Services is not-to-exceed \$40,000 a year and is included in the Fiscal Year 2023-24 and 2024-25 Budgets.

City staff has been pleased with the work that A Rental Connection has been providing. They provide a high quality product for all rentals and also provide exceptional customer service. A Rental Connection has demonstrated that they understand that quality service is paramount to providing the best experience possible that the community expects when attending City events

The proposed agreement has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

There is fiscal impact to the City Council 2023-24 and 2024-25 proposed Budget as funds were appropriated for this professional service in the FY 2023-24 and 2024-25 Budgets: Account No. 010-4430-5510.

RECOMMENDATION

Staff respectfully recommends the City Council:

- 1. Approve the Agreement for Contractor Services with J&A Rents and Sells, Inc., DBA A Rental Connection.
- 2. Authorize the Mayor to sign the agreement on behalf of the City Council.

Attachment: Agreement for Contractor Services

AGREEMENT FOR CONTRACTOR SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONTRAC	TOR:		nd Sells, INC. al Connection
RESPONSIBLE PRIN	CIPAL OF CONTRACTOR:	Attn: Omar	lqbal
CONTRACTOR'S ADI	DRESS:	5397 N. Con Moorpark, C	
CITY'S ADDRESS:		City of Agou 30001 Ladyf Agoura Hills Attn: City M	ace Court , CA 91301
PREPARED BY:		Nick Newkirł	<
COMMENCEMENT D	ATE:	June 14, 202	24
TERMINATION DATE	:	June 14, 202	25
CONSIDERATION:		Contract Price Not to Excee	ce ed: \$40,000/yr
ADDITIONAL SERVIC	CES (Describe Services, Amou	nt, and Appro	val):
Date:	Amount: \$A (Not to Exceed 10% of Contract Price)	authorized By:	City Manager

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF AGOURA HILLS AND J&A RENTS AND SELLS, INC. DBA A RENTAL CONNECTION.

THIS AGREEMENT is made and effective as of June 14, 2024 between the City of Agoura Hills, a municipal corporation ("City") and J&A Rents and Sells, INC. DBA A Rental Connection ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 14, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 14, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

2. SERVICES

Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Contractor shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PAYMENT

- A. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the

amounts and in the manner as agreed to by the City Council and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section entitled "PAYMENT" herein.

6. DEFAULT OF CONTRACTOR

- A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.
- B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

7. OWNERSHIP OF DOCUMENTS

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION

Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Contractor, its officials, officers, employees, agents or sub-contractors in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Contractor shall defend Indemnitees at Contractor's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. All duties of Contractor under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Contractor shall procure, provide, and maintain, at Contractor's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

- A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:
- 1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.
- 2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.
- B. <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than:
- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.
- 3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
- C. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- D. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.
- E. <u>Other Insurance Provisions</u>. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- 4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby

waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

- F. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.
- G. <u>Verification of Coverage</u>. Contractor shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- H. <u>Mailing Instructions</u>. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONTRACTOR

- A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services and tasks under this Agreement on behalf of Contractor shall not be City employees and shall at all times be under Contractor's exclusive direction and control. Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by state and local law to perform the services and tasks under this Agreement, including, without limitation, a City business license as required by the Agoura Hills Municipal Code. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the services and tasks. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and tasks, and compliance with the customary professional standards. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents.
- B. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as a City employee; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services and tasks under this Agreement. Contractor shall acquire and maintain at

its sole cost and expense such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services and tasks required by this Agreement. Contractor shall perform all services and tasks off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any services and tasks under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services and tasks. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about, or to check on, the status of projects pertaining to the services and tasks performed under this Agreement. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

C. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services and tasks hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services and tasks hereunder. Contractor shall be responsible for and pay all salaries, wages, benefits and other amounts due to Contractor's personnel in connection with their performance of the services and tasks under this Agreement, and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute, or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the services and tasks under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as a City employee, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Contractor's personnel practices, or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

11. PERS COMPLIANCE AND INDEMNIFICATION

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform the services and tasks under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Contractor shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provisions of this Section. This duty of indemnification is in addition to Contractor's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

12. <u>LEGAL RESPONSIBILITIES</u>

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

13. RELEASE OF INFORMATION

- A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding

this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills

30001 Ladyface Court

Agoura Hills, California 91301 Attention: City Manager

To Contractor: **J&A Rents and Sells, INC.**

DBA A Rental Connection 5397 N. Commerce Ave.

ATTN: Omar Iqbal

15. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

16. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district

court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. EXHIBITS

Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

22. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illece Buckley Weber, Mayor	
ATTEST:	
Kimberly M. Rodrigues, MMC City Clerk	
Date Approved by City Council: _	
APPROVED AS TO FORM:	
Candice K. Lee,	
City Attorney	
CONTRACTOR	
J&A Rents and Sells, INC. DBA A Rental Connection 5397 N. Commerce Ave.	
Moorpark, CA 93021	
Omar Iqbal (805)876-0020 Docusigned by:	
Quala la lad	5/15/2024
Name: Title:	
By: Name:	
Title:	

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

Provider recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the City of Agoura Hills and the Provider, for the future providing equipment for the City of Agoura Hills for City events. Event services shall providing equipment that fits the needs of specific events that may consist of, but is not limited to tables, chairs, tents, lights, sinks, generators, stage and tablecloths. The procedure for requesting and assigning services is set forth as follows:

- 1. The City Manager or his designee shall submit to Provider a written "Request for Event Services." The date, time, and location of Provider's performance shall be determined at the time of City's Request for Services. The Request for Event Services shall include a description of the services to be completed, the date requested or the time for completion of the services, and any other relevant information necessary to provide the services.
- 2. Within five (5) business days of the date of the Request for Services, Provider shall respond in writing to the Request for Services and advise the City Manager whether it can perform the services and specify the cost of service in accordance with the rates set forth in Exhibit "B" to this Agreement.
- 3. Upon the City Manager's written acceptance of the Provider's response, the Provider shall proceed with the services on the date requested. The performance of the services shall be pursuant to the terms of this Agreement.

Services will include:

- 1. J & A Rents & Sells Inc./A Rental Connection will be responsible for all set-up and break-down of provided equipment. A diagram outlining equipment placement will be provided to the vendor for each event.
- 2. J & A Rents & Sells Inc./A Rental Connection is solely responsible for ensuring that all rented equipment be in proper working order. If at any time during the rental said equipment fails to be in proper working order, the contractor will be notified. At that time it is the responsibility of the contractor to mitigate or remedy the situation.
- 3. J & A Rents & Sells Inc./A Rental Connection and a City of Agoura Hills staff person shall inspect each item of equipment delivered pursuant to this rental. The staff person shall immediately notify the vendor of any discrepancies with the equipment ordered, or if the equipment is not in proper condition or working order.
- 4. J & A Rents & Sells Inc./A Rental Connection and its employees are responsible for ensuring the safety of any set-up of equipment. This includes, but is not exclusive to, tents, water barrels, stage, etc.
- 5. CITY will email J & A Rents & Sells Inc./A Rental Connection the request for specific rentals and equipment at least thirty (30) days prior to the event to reserve the equipment.
- 6. J & A Rents & Sells Inc./A Rental Connection will confirm the job in writing with the availability and pricing consistent with Exhibit B.

7. CITY will pay J & A Rents & Sells Inc./A Rental Connection for requested equipment based on the schedule in Exhibit B.

City of Agoura Hills event schedule:

- Summer Concerts in the Park: June 16th, July 7th, August 4th, and August 18th, 2024.
- Reyes Adobe Days: October 4-6, 2024 (Set up for park activities will be on Wednesday, October 2nd, 2024.
- Other City events TBD

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Payment will be made pursuant to Section 4 of the agreement (which allows for payment within 30 days of invoice) based on the rate schedule listed in Exhibit B (see attached rate sheet).



5397 Commerce Ave Moorpark, CA 93021 805-876-0020 Fax 805-876-0196

Chairs

Folding Chairs	
Samsonite Chairs	. \$1.25ea
White WoodChairs	. \$2.95ea
Black Wood Chairs	\$3.25ea
Natural Wood Chairs	. \$3.95ea
Fruitwood Chairs	\$3.95ea

Non-Folding

Tion Totaling	
Gold Chiavari Chair	. \$7.50ea
Silver Chiavari Chair	\$7.50ea
Mahogany Chiavari Chair	\$7.50ea
Black Chiavari Chairs	\$7.50ea
Fruitwood Chiavari Chair	.\$7.50ea
White Chiavari Chair	\$7.50ea
Bentwood Chair	\$10.50ea
Vineyard Oak W/Cushions	\$10.50ea
White Wash Vinyeard	.\$10.50ea
King Louie XIV Chairs	\$21.75ea
Ghost Chairs	\$10.05ea

Bar Stools

Black Bar Stool	.\$7.50ea
Gold Chiavari Bar Stool	\$17.50ea
Black Chiavari Bar Stool	\$17.50ea
Fruitwood Chiavari Bar Stool	\$17.50ea
Natural Bar Stool	\$12.00ea
Vineyard Oak Bar Stool	\$20.00ea
Tuscana Bar Stool	\$18.00ea

Children's Chairs

Brown Children's Chair	\$2.00ea
Blue Children's Chair	\$2.00ea
White Children's Chair	\$2.00ea

Tables

Round Tables

24" Rd Table	\$9.50ea
30" Rd Table	\$9.50ea
36" Rd Table	\$9.50ea
44" ext. for bar height tables	\$2.50ea
48" Rd seats 6	\$9.00ea

54" Rd seats 7-8	\$9.50ea
60" Rd seats 8-10	\$10.00ea
66" Rd seats 10-11	\$13.50ea
72" Rd seats 10-12	\$13.50ea

Banquet Tables

4' x 30" Long, Seats 4-6	\$9.00ea
6' x 30" Long, Seats 6-8	\$9.50ea
8' x 30" Long, Seats 8-10	\$10.00ea
4' x 40" Long, Seats 4-6	\$16.00ea
6' x 40" Long, Seats 6-8	\$16.00ea
8' x 40" Long, Seats 8-10	\$16.00ea
8'x48"Long, Seats10-12	\$16.00ea

Children's Tables

6' x 30"	Long,	Seats	6-8	\$15.00ea
8' x 30"	Long	Seats	8-10	\$15.50ea

School Conference Tables

6'x18"	\$12.00ea
8' x 18"	\$12.00ea

Specialty Tables

4'x8' Mayflower Table	. \$125.00ea
3.5"x5' Mayflower Table	. \$125.00ea
66" Round Mayflower	\$125.00ea
4'x8' White Wash Mayflower Table	.\$150.00ea
4'x8' Hi Gloss White	\$150.00ea
8' Mayflower Bench	.\$75.00ea

Tuscana Tables

Tuscana Cocktail Table 24"x24" w /42"	\$45.00ea
Tuscana Bench 2'x4' W/ Cushion	.\$65.00ea
Tuscana Tabletop 2'x4' W/30" Legs	\$50.00ea
Tuscana Tabletop 2'x6' W/30" Legs	\$75.00ea
Tuscana Tabletop 2'x8' W/30" Legs	\$80.00ea
Tuscana Tabletop 4'x4' W/30" Legs	\$80.00ea
Tuscana Tableton 4'x 8' W/30" Legs	\$100.00ea

Umbrellas & Heaters 9' Market Umbrella w/base	8' Wine Barrel Bar \$150.00ea 8' Translucent Bar \$170.00ea
11' Market Umbrella w/base	Back BarsGold Back Bar Shelves/Glass\$150.00eaReclaimed/Chrome Back Bar\$200.00ea4' Tuscana Wood Back Bar\$100.00ea8' Tuscana Wood Back Bar\$250.00ea
Solar Flo Heater\$90.00eaLava Heaters\$125.00eaBlack Solar Flo Heater Cover\$20.00eaIvory Solar Flo Heater Cover\$20.00ea	6' Rustic Back Bar. \$150.50ea 4' Wood Back Bar- Hi Gloss Black. \$150.00ea 4' Wood Back Bar- Hi Gloss White. \$150.00ea Ladder Back Bar. \$150.00ea
White Solar Flo Heater Cover \$20.00ea	Barware <u>Libbey</u>
Lounge Furniture	6.5 oz Wine Glasses
RestorationRestoration Sofa Love Seat.\$300.00eaRestoration Straight Back Chair\$200.00eaRestoration Wing Back Chair\$200.00eaSettee Sofa Love Seat.\$300.00eaTuscany Arm Chair\$50.00eaVintage Round Back Chairs\$50.00eaWhite or Black/Gold Velvet Sofa\$375.00ea	8 oz Wine Glasses
White or Black/Gold Velvet Arm Chair \$150.00ea	Hi Ball Glasses (St) 9 oz
White Leather	
Love Seat-White	Beer 11 oz Pilsner Glasses \$1.55ea Pint Glass 17oz \$1.30ea 5.5 oz water Glass/Beer Sampler \$0.90ea
Wicker Furniture Resin Wicker Brown w/ Cushions-Center \$80.00ea Resin Wicker Brown w/ Cushions-Corner \$150.00ea	Coffee Clear Coffee Mug\$0.90ea
Coffee Tables & End Tables Restoration Style Coffee Table 40"x24"x18" \$91.00ea Coffee Table- White \$19.00ea 3x3 Coffee Table - White \$55.00ea End Table - Natural \$10.00ea End Table - White \$10.00ea End Table-Black \$10.00ea Light Up Cubes 2'x2' \$45.00ea Light Up Cubes 18"x18" \$45.00ea	Stemless Stemless Flute Glass \$1.30ea Stemless Wine Glass 11oz \$1.30ea Stemless Wine Glass 17oz \$1.30ea Martini 8oz Cosmo Glasses \$0.90ea Martini Glasses 4oz \$1.55ea Martini Glasses 7.5 oz \$1.55ea Martini Glasses 9 oz \$1.55ea Martini Glasses Blue 12 oz \$1.55ea
Bars 4' White Acrylic Bar	Other \$0.90ea Shot Glass 1.5 oz. \$0.90ea Shot Glass 2 oz. \$0.90ea Cordial Glasses, 1.25 oz. \$1.30ea Brandy Glasses. \$1.30ea Sherry Glasses. \$1.30ea Fiesta Grande. \$1.30ea Bolla Grande. \$1.30ea Sundae Glass. \$1.05ea

Colored GlassesAriana 16oz Black Goblet\$1.60eaAriana 16oz White Goblet\$1.60eaSmoke Water Goblet\$1.60ea	Coffee/Punch ServiceWhite Swirl Thermo Pot.\$5.00eaSilver Teapot.\$8.50eaSilver Coffee Pourer.\$8.50ea
Amber WaterGoblet	50 Cup Silver Coffee Urn\$60.00ea 50 Cup Stainless Coffee Urn\$45.00ea 100 Cup Silver Coffee Urn\$65.00ea
Glassware Debutante Colored Glasses	55 Cup Farberware Coffee Maker \$30.00ea 100 Cup Coffee Maker \$35.00ea
Debutante Amber Goblet	3L Air Pump Thermos \$30.00ea 5 Gallon Cambro Thermos w/lid \$25.00ea 5 Gallon Igloo w/lid \$25.00ea 10 Gallon Igloo w/lid \$30.00ea
Debutante Teal Goblet	Glass Beverage Dispenser 1.5 gal\$25.00ea Glass Beverage Dispenser 3 Gal\$30.00ea
Plaza	
Double Old Fashion Glass 10oz \$0.90ea Hi Ball Glass 14oz \$0.90ea	Silver Pitcher \$4.00ea Glass Water Pitcher \$5.00ea 1 L. Wine Carafe \$3.00ea
Forte Glassware	1 QT. Pour Bottle w/cap\$4.00ea
	1211 Changan Platas
Forte Wine Glass 13.5oz	12" Charger Plates
Forte Champagne Flute 7.5oz\$1.45ea Forte Water Glass 15 oz\$1.45ea	Chargers Gold Charger
Classico Glassware	Black Charger \$2.60ea Silver Charger \$2.60ea
Classico ChampagneFlute 6oz\$1.40ea	Fruitwood Charger\$2.60ea
Classico Wine 13oz	Wicker Charger Plates \$4.00ea
1 1 N 2 2	Stainless Charger
Madison Glassware Wine Glass 22.75oz\$1.05ea	Copper Charger\$4.50ea
Wine Glass Bordeaux 21oz \$1.05ea	Bella Vista Marble Charger Plates \$5.00ea Gold Burst Charger Plate \$5.00ea
Pure Glassware Champagne Flute 7.5oz \$1.75ea	Silver Burst Charger Plate \$5.00ea
Wine Glass 13oz\$1.75ea	Clear Glass Charger Plate w/Gold Band \$5.00ea
Wine Glass 18oz\$1.75ea	Clear Glass Charger Plate w/Silver Band \$5.00ea
Water Glass 13oz	
Gold Rim Glassware	Clear Beaded Glass Charger Plate \$5.00ea
Champagne Flute 6.5 oz	Gold Beaded Glass Charger Plate\$5.00ea
Wine Glass 8oz \$1.85ea Water Goblet 16oz \$1.85ea	Silver Beaded Glass Charger Plate \$5.00ea
	Plate Covers
Angelique Glassware Champagne Flute 5.75oz	White Plate Covers-Cambro \$1.00ea
Wine Glass 8.5 oz	
Water Goblet 10.55oz	

Sugar Bowl.
Dinner Plate 10" \$0.65ea \$0.70ea \$0.70ea
Lunch Plate 9" \$0.65ea \$5.00ea \$5.00ea
Salad Plate 7" \$0.65ea So.05ea
Bread & Butter Plate 6" \$0.65ea Pasta Plate \$0.65ea \$0.65ea \$Classic Ivory \$1.70ea \$1.70ea
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Fruit/Sauce Bowl. \$0.65ea
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Charger Plate 12" \$1.55ea Band-Saucers \$0.95ea Dinner Plate 10" \$0.70ea
Lunch Plate 9"
Salad/Cake Plate 7". \$0.70ea Dinner Plate 10.75. \$2.25ea

Silverware Stainless Mark II Pattern	Vela Vista Black Pattern
Dinner Fork	Dinner Fork
Dinner Knives	Dinner Knives \$1.25ea
Salad/Dessert Fork\$0.55ea	Salad/Dessert Fork\$1.25ea
Tea/Coffee Spoon	Tea/Coffee Spoon\$1.25ea
Dessert/Soup \$0.55ea	Butter Knives\$1.25ea
Bouillon Spoons\$0.55ea	
Butter Knives\$0.55ea	Matte Gold
Demi Spoon\$0.55ea	Dinner Fork\$1.25ea
Stainless-Cocktail Forks\$0.75ea	Dinner Knives\$1.25ea
Table Spoon	Salad/Dessert Fork\$1.25ea
Tuoic Specific	Salad Descrit Siki
Silver Beads Pattern	Tea/Coffee Spoon\$1.25ea
Dinner Fork\$0.75ea	Butter Knives
Dinner Knives\$0.75ea	Tablespoon\$1.25ea
Salad/Dessert Fork\$0.75ea	Tablespoon
Tea/Coffee Spoon\$0.75ea	Brushed Stainless
Bouillon Spoons \$0.75ea	Dinner Fork\$1.25ea
Butter Knives \$0.75ea	Dinner Knives \$1.25ea
	Salad/Dessert Fork\$1.25ea
Demi Spoon\$0.75ea Stainless-Cocktail Forks\$0.75ea	
Stamless-Cocktail Forks \$0.75ea	Tea/Coffee Spoon\$1.25ea
Stainless Dragonfly Pattern	Rose Gold
Dinner Fork 8.25"\$1.10ea	Dinner Fork\$1.25ea
Dinner Knife 8.3"\$1.10ea	Dinner Knives\$1.25ea
Salad Fork7"\$1.10ea	Salad/Dessert Fork\$1.25ea
Tea/Coffee Spoon 7" \$1.10ea	Tea/Coffee Spoon\$1.25ea
Soup Spoons\$1.10ea	Butter Knives\$1.25ea
Butter Knife\$1.10ea	5 ditter 1 m 1 co
	Savoy Titanium Pattern
Stainless Lucca Faceted Pattern	Dinner Fork\$1.25ea
Dinner Fork\$1.00ea	Dinner Knives
Dinner Knives \$1.00ea	Salad/Dessert Fork
Salad/Dessert Fork\$1.00ea	Tea/Coffee Spoon\$1.25ea
Tea/Coffee Spoon\$1.00ea	Butter Knives \$1.25ea
Bouillon Spoons\$1.00ea	Demi Spoon\$1.25ea
Butter Knives \$1.00ea	
Oval Dessert Spoons \$1.00ea	Buffet & Serving Utensils
Falmouth Silver Pattern	<u>Chafers</u>
Dinner Fork\$1.00ea	4 QT Round Stainless Chafer \$21.95ea
Dinner Knives\$1.00ea	8 QT Stainless Chafer Oblong\$22.00ea
Salad/Dessert Fork\$1.00ea	
Tea/Coffee Spoon\$1.00ea	Deluxe 4 QT Stainless Oblong\$17.95ea
Dessert Spoon\$1.00ea	Deluxe 8 QT Stainless Oblong\$28.95ea
Bouillon Spoons\$1.00ea	
Butter Knives \$1.00ea	7.5 QT Rd. Roll Top Stainless Chafer \$35.00ea
Cocktail Forks\$1.00ea	8 QT Oblong Rolltop Stainless Chafer. \$35.00ea
Silver Deco Pattern	4 QT Round Silver Chafer\$50.00ea
Dinner Fork	6 QT Round Silver Chafer\$50.00ea
Dinner Knives	8 QT Silver Chafer Oblong\$60.00ea
Salad/Dessert Fork\$0.75ea	o VI on on chara colong
Tea/Coffee Spoon\$0.75ea	Electric Soup Warmer\$35.00ea
Bouillon Spoons	Full Stainless Meat Pans\$4.00ea
Butter Knives \$0.75ea	Full Stainless Water Pans\$4.00ea
Demi Spoons	Half Meat Pans\$4.00ea
Cocktail	11411 1110411 4115
ФО./ЭСА	

Serving Utensils\$1.50eaServing Spoons Stainless\$1.50eaServing Forks Stainless\$1.50eaSilver Scissor Tongs Large\$2.50eaStainless Ice Tongs\$2.50ea	Kitchen/Cooking Equipment Free Standing Convection Oven w/ Dou \$300.00ea 6 Burner Oven w/10-gal tank \$200.00ea Free Standing Deep Fryer w/ 2 baskets \$240.00ea Free Standing Pizza Oven \$400.00ea
7" SilverIce Tongs \$2.50ea Fish Tong \$2.50ea Pastry / Cake Tong \$2.50ea Carving Fork \$3.00ea Carving Knife \$3.00ea	Electric Transit Cabinet\$160.00ea Transit Cabinet\$80.00ea Cambro hot box\$30.00ea Bakers Rack\$60.00ea 49 Cu. Ft. Double Door Refrigerator\$395.00ea Single Door Commercial Refrigerator\$270.00ea Household Refrigerator/Freezer combo\$100.00ea
Silver Champagne Bucket \$20.00ea Buffet Riser-10" \$5.00ea Buffet Riser-4" \$5.00ea Buffet Platters	Single Door Freezer\$200.00ea Double Door Freezer\$385.00ea 2x4 Propane BBQ w/3 Grills & 2/tanks \$135.00ea 2x5 Propane BBQ w/ 10 gal. Tank\$150.00ea Freestanding Pancake Grill\$100.00ea Rotisserie\$50.00ea
Royal White Oval Platter 9"x14"\$5.00ea	Transit Trays\$5.00ea
Royal White Oval Platter 15"x22"\$12.00ea	1/2 Transit Trays \$4.00ea
White 7"x11.5" Rectangular Platter \$5.00ea	1/4 Transit Trays \$4.00ea
White 7"x14" Rectangular Platter\$5.00ea	Bus Tubs
White 12'x16" Rectangular Platter\$8.00ea 16"X16" Square Platter\$10.00ea	150 Qtr. Igloo Ice Chest\$25.00ea
Cake Stands	Stage & Platforms
Three Tier Silver Tray	ALL sizes and heights are available. Call for quote.
22" Square Silver Cake Stand \$30.00ea	Astroture // Carnot / Flooring
Marble Cake Stands \$20.00ea Available in different colors and sizes Gold Cake Server \$5.00ea Gold Cake Knife \$5.00ea Silver Cake Server \$4.00ea	Astroturf/Carpet/Flooring Call for a price quotes on colors, pricing and sizes.
Silver Cake Knife\$4.00ea	Tenting & Event Services
	To obtain a tent quote, please call for a free consultation.
<u>Miscellaneous</u>	Subject to site inspection
Trash Cans w/liners\$9.00eaSlim Trash Can\$9.00eaTrash Can Covers\$5.50ea	<u>Dance Floors</u> Oak, Black, White, Black & White. Call for quotes on pricing
Plastic Wesh tube W/Liners \$7,50ee	and sizes.

Linens & Table Clothes

Plastic Wash tubs W/Liners \$7.50ea Wash Tub covers \$5.50ea

We have a wide selection of tablecloths, drape cloths, and linens in all colors, patterns, prints, and sizes. Please call for prices and inventory.

Lighting & Electrical

Call for a price quote on lighting, electrical, and power. Quote subject to site inspection.

Prices quoted are per day. Long term rates are also available. Delivery is available for an additional fee. Arrangements may be made in advance for set-up and take-down service. The responsibility for equipment remains with the customer from delivery until return.

China, silverware, and glassware should be rinsed, food free and re-packed in the delivery containers. Linens should be food free and dry. Equipment should be ready for pick-up in a single location. Additional charges are made for missing or broken items.