

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR A SOUND SYSTEM INSTALLATION AND UPGRADE
FOR THE 2019 COUNTY FAIR**

THIS AGREEMENT ("Agreement") #2019.053 is made this 20th day of August 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Production Services International (PSI), located at 2121 South Hudson Street, Denver, Colorado 80222, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work for a sound system installation and upgrade for the County Fair shall be in accordance with the attached Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

- 2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date first written above.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of \$41,000.00 with a 50% deposit as soon as feasible.

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Special Events
Contact: Casandra Vossler
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303-637-8027
E-mail: cvossler@adcogov.org

Department: Adams County Purchasing
Contact: Kat Herrera
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6272
E-mail: kherrera@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Production Services International
Contact: Alex Brown
Address: 2121 South Hudson Street
City, State, Zip: Denver, Colorado 80222
Phone: 303-757-8400
E-mail: abrown@psiiusa.com

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**ADAMS COUNTY COLORADO
COUNTY MANAGER**

[Signature]
Raymond H. Gonzales

20 Aug 2019
Date

PRODUCTION SERVICES INTERNATIONAL

[Signature]
Signature

7/26/19
Date

William Hart
Printed Name

GM
Title

Attest:
Josh Zygielbaum, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

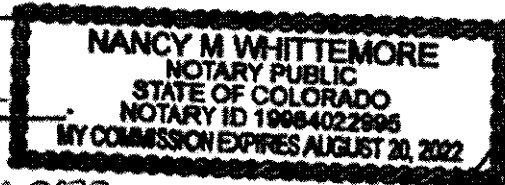
COUNTY OF Denver

STATE OF Colorado)SS.

Signed and sworn to before me this 26th day of July, 2019,

by William Hart

[Signature]
Notary Public



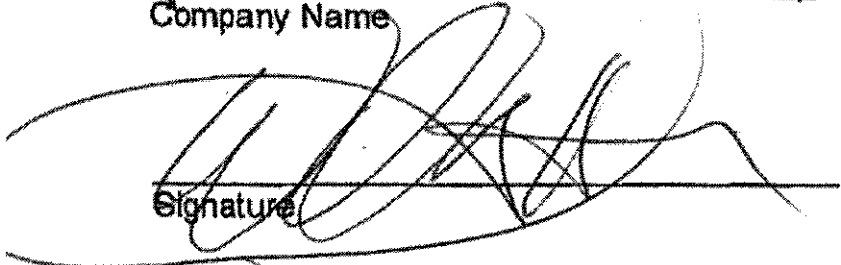
My commission expires on: August 20, 2022

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

PRODUCTION SERVICES INTL 8/15/19
Company Name Date


Signature

William Hart
Name (Print or Type)

CM
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



2121 s. hudson st.
denver, co 80222
phone 303.757.8400
fax 303.757.8444
www.psiiusa.com

EXHIBIT A

Quote

48848JD

Job Title: Adams County Audio Install
Job Reference: 48848JD
Job Date Out: April 30, 2019 8:00 AM
Job Date Back: May 1, 2019 5:00 PM

Salesperson: Alex Brown
Handler: Alex Brown
Status: UNCONFIRMED
Terms:

Client: Adams County
 4430 S. Adams County
 Pkwy Ste C4000A
 Brighton , Colorado 80601

Notes:

Audio Install

Equipment Ref: 48848JDSA01 Rental Days: 1 Start Date: Apr-30-19 10:12 am End Date: May-1-19 10:11 am	Venue: Adams County 4430 S. Adams County Pkwy Ste C4000A Brighton , Colorado 80601
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Qty	Description	Unit Rate	Ext Rate	Price
1	Audio Install - See Attached Quote	\$41,000.00	\$41,000.00	\$41,000.00
			Total	\$41,000.00

Subtotal for: Audio Install	Equipment SubTotal	\$41,000.00
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denver, co 80222
phone 303.757.8400
fax 303.757.8444
www.psiiusa.com

Quote
48848JD

Summary of Costs

Equipment:	\$41,000.00
TAX:	\$0.00
Total:	\$41,000.00



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Quote
48848JD

Standard Contract

LABOR: _____ Client Initial

PSI's standard labor policy is as follows, unless otherwise noted on your order. All production & installation labor is estimated, and will be invoiced based on actual hours. Delivery or pickup of a rental will be a minimum 2-hr charge Monday - Friday 5PM - 9AM (after hrs), or anytime on Saturday or Sunday. For a production call, there is a 4-hr minimum charge. Out of town productions will be a 10-hr minimum call. Production calls Monday - Saturday up to 10 hrs will be invoiced at the regular rate. Time over 10 hrs will be invoiced at the overtime rate (1.5 times the regular rate). Hours between 12AM and 7AM will be invoiced at the double time rate (2 times the regular rate). In the event there is not 8 hrs between call times outside of a single 24-hr period, all labor begins the second call at the overtime rate, and goes into double time after 10 hrs. If the laborer was already in overtime or double time, they begin the second call at the double time rate. Sunday rates begin at overtime, and go to double time between 12AM and 7AM. If a Sunday call is less than 4 hrs, the actual hours worked will be invoiced at overtime, and the balance of the minimum will be invoiced at regular time. Holidays, and shifts worked after 16 hrs will be invoiced at double time.

Monday - Saturday: 7AM - 12AM = Straight-time (Up to 10 hrs)
Sunday: 7AM - 12AM = Over-time (Up to 10 hrs)
Monday - Sunday: 12AM - 7AM = Double-time

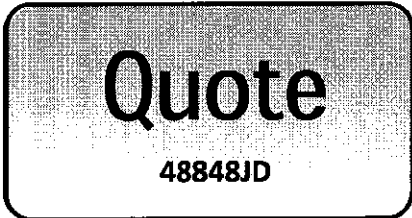
RENTAL: _____ Client Initial

1. Under the terms of this agreement the LESSEE agrees to lease the items listed on the reverse side of this contract from Production Services International dba Audio Denver (PSI).
2. LESSEE agrees to pay PSI, the full amount listed under "Total Due". All Rentals not returned by 12PM on the following day of the last day of the rental period, will be subject to an additional rental rate of one and one-half times the daily rental rate until returned. Items not returned or damaged will be paid for by the LESSEE within 10 days of the date when the equipment was to be returned.
3. LESSEE agrees to accept full responsibility and liability for all items rented. LESSEE will assume full responsibility for the safe use of PSI equipment and will hold PSI harmless from improper use. Any missing or unaccounted for items will result in additional charges. Failure to return this rental property could result in prosecution as outlined in Colorado Revised Statute #18-4-402 - Theft Of Rental Property.
4. LESSEE agrees not to sublease or reassign responsibility for the equipment.
5. PSI will not accept responsibility for the rental amount of an item which does not function properly due to operator error, other equipment malfunction, etc. We must be notified immediately of any problem with our equipment in order for the rental amount to be waived. Labor charges or performance revenue losses will not be the responsibility of PSI.
6. LESSEE will be held responsible for all charges and expenses incurred in the event PSI must retrieve rental items due to the LESSEE's default to do so.
7. By signing the space designated "SIGNED" the person signing acknowledges that they have received the items listed and that they are the LESSEE or are a legal and binding representative of the LESSEE.
8. The price of goods do not include any sales, use, or other taxes or charges payable to state or local authorities to the extent that such taxes do not appear as an additional separately itemized charge. LESSEE certifies that the sale of the goods is exempt from such taxes and LESSEE assumes the liability for any such tax, which may be found to be due, hereby agreeing to indemnify and hold PSI harmless with respect thereto.
9. LESSEE will be liable for total amount of invoice before any discount in the event that this account becomes past due. The interest rate of one and one-half percent per month shall be applied to all invoices past due. All accounts 45 days past due will automatically become "CASH ONLY" basis.
10. LESSEE shall be fully responsible for loss of or damage to the rented equipment from the time the equipment leaves the premises of LESSOR until delivery of the equipment to the LESSEE. LESSEE shall be responsible for insurance coverage for the rented equipment during the rental period, and proof of such insurance coverage shall be furnished to LESSOR upon request of LESSOR.
11. LESSEE shall carefully preserve the rented equipment and shall return the rented equipment in as good a condition as when delivered to the LESSEE, ordinary wear resulting from careful use only is accepted. Damage such as chips, nicks, and cosmetic damage consistent with careless handling, transportation, and/or storage are not considered ordinary wear. LESSEE shall use, handle, transport, and store rented equipment in such a manner that will protect rented equipment from damage, harm, or loss. Additionally, LESSEE shall make certain each person who uses or handles the rented equipment during the term of this Rental Agreement receives, reads, and acknowledges understanding of the Instrument Handling Instructions sheet provided by LESSOR, and that each such person follows the instructions contained therein.
12. LESSEE shall pay LESSOR for any physical loss of or damage to rented equipment and any legal fees, court costs, and other expenses involved in collection of same. All nonexpendable items not returned to LESSOR will be billed to LESSEE at list price and LESSEE will be billed an hourly fee of \$60.00 per hr for LESSOR's time required to order, obtain, handle and install any nonexpendable items not returned. If rented equipment is returned in damaged condition and is not rentable to other customers, rental will not stop until said rented equipment is repaired. If any accessories which are integral working parts of the rental equipment are not returned, rental will not stop until said accessories are returned or replaced.



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denver, co 80222
phone 303.757.8400
fax 303.757.8444
www.psiusa.com



SALES: _____ Client Initial

1. Purchaser will be fully responsible and liable for all items purchased from PSI. Purchaser will use all items properly and as they are designed to be used and will follow all guidelines given with the product and will hold PSI harmless from improper use.
2. Manufacturer's warranties will be serviced at the discretion of the manufacturer.
3. PSI shall not be liable for special, indirect, incidental or consequential damages. The remedies of Buyer as set forth herein are exclusive, and the liability of PSI with respect to any contract of sale or anything done in connection therewith, whether in contract, tort, negligence or under any warranty or otherwise, shall not exceed the price of the goods on which such liability is based.
4. Service contracts will be offered only by separate agreement
5. No returns will be accepted without the written consent of PSI. A 20% restocking fee will be applied to all returns.
6. Returns of custom sales products are not accepted.
7. Payment of all sales are due upon delivery unless otherwise specifically noted elsewhere this contract. Interest charges of one and one-half percent per month will be added to accounts past due.
8. Equipment not paid, in full, will be returned to PSI upon demand. Purchaser will be held liable for any charges associated with the collection of equipment not paid for by the Purchaser.
9. PSI responsibility shall be limited to the cost of the item sold.
10. The prices for goods do not include any sales, use or other taxes or charges payable to state or local authorities. To the extent that such taxes do not appear as an additional separately itemized charge. Buyer certifies that the sale of the goods, is exempt from such taxes, and Buyer assumes the liability for any such tax which may be found to be due, hereby agreeing to indemnify and hold PSI harmless with respect thereto.

GENERAL: _____ Client Initial

All productions, rentals and sales must have the following completed in order to confirm our client's order. Without confirmation PSI is unable to guarantee availability:

1. PSI must have our choice of either a cash/credit card security deposit or insurance documentation.
Insurance requirements:
Rentals - Documentation must list PSI as additionally insured on the client's General Liability, & Property Damage policies.
Productions - Documentation must list PSI as additionally insured on the client's General Liability, Property Damage, & Workman's Compensation policies.
2. PSI must have a 50% deposit of the total quoted amount or a PO number for production and rental orders.
3. PSI must have a 50% deposit of the total quoted amount and a PO number (private individuals excepted) for all sales prior to PSI ordering product.
4. PSI must have, without exception, a signed copy of the order contract.

Once an order has been confirmed the following guidelines for cancellation are in effect and are related to the number of business days from the production or rental, based on the total quoted amount:

1. More than 10 days, the client will be charged only for any expenses incurred on their behalf.
2. 10 - 2 days, 25% will be charged.
3. 48 - 24 hrs, 50% will be charged.
4. 24 hrs, 100% will be charged.
5. In the event of a weather cancellation, 100% will be charged.

All sales terms will be either 50% / COD or 50% / Net 10 (subject to credit approval).

All shipping costs are additional and will be invoiced based on actual costs.

All quotes will be valid for 30 days from the quote date, and will be subject to change beyond that.

There is a \$20.00 service charge on returned checks. In the event of default, customer agrees to pay all collection costs, including court costs and attorney fees.

All credit card transactions are subject to a 3.2% processing fee - with the exception in the state of Colorado.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND AGREE TO THE TERMS STATED ON THIS CONTRACT AS THEY APPLY TO YOU.

GRAND TOTAL: \$41,000.00

Client Signature : _____

Date: _____