



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 1/24/2017 Meeting Date: 2/2/2017

Name: Paula Vann Department: Tourist Development Council

Division Manager's Signature:

Ben Scott

1. Nature and purpose of agenda item:

Please approve contract for Columbia County TDC Olustee Festival Tent Rental - \$494.27

2. Recommended Motion/Action:

There is no recommended motion or action.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 107-5200-552.31-48



971 West Duval Street, Suite 145
Post Office Box 1847
Lake City, Florida 32056-1847
(386) 758-1312
www.SpringsRUs.com

Memorandum

DATE: 1.24.2017

TO: Scott Ward, Assistant County Manager

FROM: Paula Vann, Tourist Development Director 

RE: Olustee Tent Rental

Each year the Columbia County Tourist Development Department operates an information and promotional booth for Columbia County during the Olustee Festival. Columbia County Tourist Development is responsible for supplying the 10' x 40' tent for the booth. The attached contract is for the tent rental, set-up, and breakdown of a 10' x 40' tent from Suwannee Valley Event and Party Rentals for \$494.27.



Suwannee Valley Event & Party Rentals

516 5th Street, Live Oak, FL 32064

Phone: 386-362-7368

Fax: 386-362-1997

Contract

Contract No. CAMB-COLU-A05**Ordered by:**

Cody Gray
Columbia County
P.O. Box 1847
Lake City, FL 32056 386-758-1397

Order Dates**Ship:** Thursday, February 16, 2017 - 3:00 P.M.**Start:** Thursday, February 16, 2017 - 4:00 P.M.**End:** Sunday, February 19, 2017 - 5:00 P.M.**Pickup:** Sunday, February 19, 2017 - 5:00 P.M.**Bill to:**

Cody Gray
Columbia County
P.O. Box 1847
Lake City, FL 32056 386-758-1397

Credit: Established Credit**Terms:** C.O.D.**Ship to:**

Cody Gray
Columbia County
P.O. Box 1847
Lake City, FL 32056 386-758-1397

Down Town Lake City near courthouse for Olestee Festival

Olestee Festival 2017

Quantity	Description	Total Net Price
--- RENTALS ---		
1	Tents, Frame, 10' x 40' Marquee	\$342.87
4	Tent Accessories, Side Walls, Solid White 8' X 20'	\$102.84
4	Tent Accessories, Weight Barrels	\$48.56
Rentals Sub-Total		\$494.27
TOTAL PRICE		\$494.27

Conditions of Rental:

1. Lessee shall acknowledge receipt of the described equipment (the "Leased Equipment") under the terms set forth in this equipment lease (the "Lease"). The parties agree the Leased Equipment has been inspected by Lessor and personally examined by a representative of Lessee at the time of installation and acceptance by Lessee and the Leased Equipment was in good and serviceable condition.
2. Title to the Leased Equipment is, and at all times shall remain in the name of Suwannee Valley Event & Party Rentals (the "Lessor").

Condition of Leased Equipment

3. The Leased Equipment hereunder is used and is leased in "as is" condition.
4. Lessee agrees that in the event any of the Leased Equipment becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly notify Lessor. If it's condition is not the fault of the Lessee, Lessor agrees to replace such Leased Equipment with Leased Equipment of like kind and in good working condition.
5. All Leased Equipment will be cared for and maintained by Lessee in the same condition as it was received; ordinary wear and tear excepted, and Lessee agrees to pay for any damage to or loss of the Leased Equipment or accessories while in the possession or control of Lessee hereunder. In the event that Lessor must resort to litigation to recover for damages caused to or loss of the Leased Equipment, Lessee agrees to pay Lessor's reasonable attorney's fees, associated court costs and lost rental income.
6. Notice of loss or damage to Leased Equipment must be made immediately to Suwannee Valley Event & Party rentals at (386) 362-7368.

Warranties; Limitation of Liability; Indemnification; Insurance

7. Parties agree that Lessor is not the manufacturer of the Leased Equipment or the agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship, or capacity is given.
8. Lessor shall not be liable in any event to Lessee for any loss, delay or damage of any kind or character resulting from defects or inefficiency of the Leased Equipment or accidental breakage thereof.
9. Lessee agrees to indemnify and save harmless the Lessor, its owners, officers, agents, employees and subcontractors against all loss, damage, expense, and penalty arising from any action on account of injury to any person or property of any character occasioned by the use of Leased Equipment during the rental period or while the Leased Equipment is in the possession or control of Lessee.
11. Neither Lessor, it's assigns, the wholesaler, nor the manufacturer makes any other warranty or representation with respect to the Leased Equipment as to size, design, capacity, or suitability for Lessee's intended purpose of use. Lessee agrees that the Leased Equipment is of a size, design, and capacity selected by him and he is satisfied that the Leased Equipment is suitable for his purpose.
12. Suwannee Valley Event & Party Rentals may elect to provide physical damage insurance on the Leased Equipment while it is being rented to cover losses to Suwannee Valley Event & Party Rentals only, and not to any losses sustained by the Lessee. Liability insurance coverage for bodily injury and property damage caused to others is NOT INCLUDED in the rental and is not offered by Suwannee Valley Event & Party Rentals. Liability insurance coverage for Lessee, and any guests, employees, or invitees of Lessee, shall be provided at all times by Lessee, at Lessee's expense, while the Leased Equipment is in the possession or control of Lessee. Suwannee Valley Event & Party Rentals expressly disclaims any liability to Lessee or to any third party whatsoever while the Leased Equipment is in the possession and control of Lessee.

Installation; Maintenance; Use; Take Down of Equipment

13. Lessor shall install the Leased Equipment at Lessee's site according to the schedule determined by Lessor and Lessee. Lessee shall arrange access to the installation site for the benefit of Lessor's employees or subcontractors at a time sufficiently in advance of the first use of the Leased Equipment to ensure proper set up and installation, according to Lessor's guidelines. Lessor shall remove the Leased Equipment at Lessor's discretion after event is over and at a suitable time for removal. This time will be coordinated with Lessee, and Lessee shall provide Lessor's employees or subcontractors with access to the site with sufficient time to effectuate the removal, in accordance with Lessor's guidelines.
14. Lessee shall not take down, disassemble, move, adjust or otherwise alter Leased Equipment after it is set up or installed by Lessor. Any damage, cleaning costs, or increased labor costs resulting from or occasioned by actions of the Lessee in taking down, disassembling, moving, adjusting or otherwise altering the Leased Equipment shall be borne by Lessee.
15. Lessor reserves the right to take down or remove Leased Equipment at our discretion due to imminent bad weather or any other conditions that may cause potential loss or damage.
16. Lessee shall provide Lessor and his assigns "All Access Passes" to any event for inspection or maintenance of Leased Equipment.
17. Lessee understands that tents, floors, stages and other elements of the Leased Equipment are temporary structures and could possibly collapse during conditions of severe wind, rain, or snow or overcrowding. Lessor does not assume liability for harm to persons, or damages caused to any of the contents of a tent or other Leased Equipment while it is in Lessee's possession. It is also understood that by the nature of tents, there may be some leakage during rains.
18. Lessor shall not be responsible for damages to underground installations such as water, electric, gas or sewer lines, etc. Lessee is responsible for obtaining all permits, certificates, site surveys, and "dig safe" information necessary to set up the Leased Equipment at the site selected by Lessee. Lessee shall be responsible for the payment of any fees, fines, damages or other costs to any third party entity, including any governmental entity, arising out of the installation of the Leased Equipment at the Lessee's site.
19. Lessee agrees that if any paragraph or phrase violates any laws and is unenforceable, the remainder of the agreement shall remain intact and valid.

Signature: _____ Date: _____ Page 1 of 2

WE CHARGE FOR TIME OUT...NOT TIME USED.

20. Failure to return the Leased Equipment upon expiration of the rental period, and failure to pay all amounts due (including costs for damage to the Leased Equipment or other property) are prima facie evidence of intent to defraud, punishable in accordance with Section 812.155 of the Florida Statutes. Suwannee Valley Event & Party Rentals shall NOT be liable to Lessee for any loss, delay, or damage of any kind resulting from deficits or inefficiency of the Leased Equipment or accidental breakage. Lessee agrees to indemnify and save harmless Suwannee Valley Event & Party Rentals against all claims of loss, damage, expense, and penalty or other financial cost or liability, arising from any action or on account of any injury or damage to person or property occasioned by the installation, set up, take down, use, operation, handling, or transportation of the Leased Equipment during the rental period or while the Leased Equipment is in the possession or control of the Lessee. In the event the Lessee should have cause for complaint, the Lessee agrees to resolve such dispute exclusively through mandatory binding arbitration conducted by the American Arbitration Association.

21. We require that all rentals be **PAID IN ADVANCE** and that an OPEN CHARGE CARD be left for settlement of any damages or cleaning of Leased Equipment or additional labor incurred due to failure to comply with rental contract stipulations. All items are rented in clean, working order, and are required returned in the same condition. Expense for Leased Equipment damaged or not returned clean will be charged to the Lessee. Lessee is responsible for the replacement cost even if items are stolen or vandalized. Lessee will be charged for the time that the Leased Equipment is in the possession of Lessee, not simply for the time that the Leased Equipment is set up or in use at Lessee's site. Additional, but not complete guidance concerning damages and additional labor cost issues are set forth below:

21(a). Typical, *but not limited to*, EQUIPMENT DAMAGE includes the following: Tables -Staples, tacks, nails, etc. placed in equipment; permanent markings of any sort that cannot be successful removed with cleaning. Chairs - Failure to protect the chairs from weather exposure and permanent marking of any sort, such as that caused by tree/shrubbery debris. Tent Canvas and Sidewall –Cooking or placing a fire or grill underneath or near the tent creating smoke damage to the canvas; cutting the canvas; permanent markings of any sort. Linens- Mildew stains (commonly caused by placing wet or damped linens into plastic); Permanent staining caused from candle wax, food and liquid spillage or other means; Failure to return linen hanger.

21(b). Typical, *but not limited to*, Non-Inclusive LABOR COST includes the following: Delivery/Pick-up service fee is for ONE designated site. Any additional labor provided by Lessor's staff to deliver/pickup equipment to separate locations, distances, down halls, up/down floors, etc. will incur additional deliver/pick-up cost. Failure by the Lessee to remove all non-leased items from underneath/on top of leased equipment prior to Lessor's staff performing breakdown/pick up. Relocating equipment to another area different than the area in which the equipment was delivered, unless prior approval was established by the Lessor. Chairs- All tape or party décor must be removed from chairs AND chairs must be folded and stacked prior to pick-up, unless set-up/breakdown service is provided on rental agreement. Tent Canvas and Sidewall – Failure to remove tape and any/all sticky residual substances or other décor. Tent Frame – Failure to remove signage/tape/rope/zip ties/ etc. Dishes- Failure to thoroughly rinse each piece, making each piece free of liquid and food particles. Linens – Failure to remove any loose food particles or party décor.

I have read and understand the terms and conditions of this agreement and certify that I will be personally responsible for the care and return of the Leased Equipment and guarantee payment for any additional costs as stated above.

Lessee:

Signature of Lessee: _____ Name of Company, if applicable: _____

Date: _____ Name and Title of Authorized Officer: _____

Office Use Only

Tent Canvas Number: _____

Installed By: _____