

CITY CLERK  
ORIGINAL

C-11248  
10/12/2016



4639 E VIRGINIA ST. , #101  
Mesa, AZ 85215  
www.soundlightingfx.com  
(0) 602-722-0783

**PROPOSAL**

Date	Proposal #
9/13/2016	5620

<b>BILL TO:</b>
GATEWAY WEST COMMUNITY ACTION TEAM

<b>DELIVERY ADDRESS:</b>
GLENDALE GAIN EVENT MURPHY PARK ORDERED BY TONY 623-312-7245

P.O. No.	Terms	Event Date	Rep	Delivery Date	Pick Up Date
	C.O.D.	10/28/2016	Chad	10/28/16	

Qty	Description	Rate	Total
1	GENERATOR LIGHT TOWERS INCLUDES SET UP AND FUEL	175.00	175.00T
1	GENERATOR WITH PANELS, CABLES AND FUEL FOR 8 - 10 HOURS USE * CLIENT TO PULL ALL PERMITS	450.00	450.00T
1	DELIVERY / PICK UP	150.00	150.00T
	PACKAGE DISCOUNT FOR GENERATOR AND LIGHT TOWER	-50.00	-50.00

<p>YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ &amp; AGREE TO THE TERMS &amp; CONDITIONS ON BOTH SIDES OF THIS CONTRACT AS THEY APPLY TO YOU OR YOUR COMPANY.</p> <p>**PLEASE SIGN AND FAX BACK TO CONFIRM YOUR ORDER AT 480-733-3931**</p>	<b>Subtotal</b>	<b>\$725.00</b>
	<b>Sales Tax (8.05%)</b>	<b>\$58.37</b>
	<b>Total</b>	<b>\$783.37</b>
<p>SIGNATURE </p> <p>DATE 10-19-16</p>		



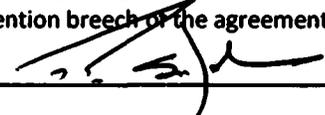
Rental: AS Client Initial

### Standard Contract

- 1 Under the terms of this agreement the LESSEE agrees to lease the items listed on the (Estimate/Proposal/Invoice) from Sound Lighting FX, Inc.
- 2 LESSEE agrees to pay SLFX, 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. All items not returned or damage 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 for the safe use of SLFX equipment and will hold SLFX harmless for improper use. Any missing or unaccounted for items will result in additional charges or equal to the current value of such item. Failure to return this rental property could result in prosecution as Outlines in the Arizona State Revised Statute #18-4-402 (Theft of Rental Property).
- 4 LESSEE agrees not to sub lease or reassign responsibility for the equipment.
- 5 SLFX 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 or replaced. Labor charges or performance revenue losses will not be the responsibility of SLFX.
- 6 LESSEE will be held responsible for all charges and expenses incurred in the event SLFX must retrieve rental items due to the LESSEE's default to do so.
- 7 By signing in the designated "AREA" the person signing acknowledges that they have received the items listed and that they are the LESSEE or is a legal and binding representative of the LESSEE.
- 8 The price of goods include a Sales/Rental tax only, any additional tax is the responsibility of the LESSEE.
- 9 LESSEE will be held liable for the total amount of the invoice before any discount in the event that this account becomes past due. The interest rate of (5%) 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 damage to the rented equipment from the time the equipment arrives at the designated location and leaves the designated location. LESSEE is responsible for the following of the rental equipment (Security and Insurance) during the rental time period. Such proof is to be proved to the LESSOR in writing prior to equipment rental.
- 11 LESSEE shall carefully preserve the rental equipment and shall return equipment in good 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 carless handling, transportation, and/or storage are not considered ordinary wear.
- 12 LESSEE shall pay LESSOR for any physical loss or damage to the rental equipment and any legal fees (residing in the State of Arizona, court cost and other expenses involved in the collection of same. Replacement of any items will be at LIST Price and billed at an hourly charge of \$60 per hour to LESSOR.
- 13 LESSEE shall immediately notify, LESSOR of any damage that occurs to the rental equipment. Damaged rental equipment shall not be repaired by anyone other than SLFX represented without express written permission of the LESSOR.

**\*YOUR SIGNATURE BELOW INDICATED THAT YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS IN THIS CONTRACT AS THEY APPLY TO YOU**

The undersign agrees to unconditionally guarantee payment of all sums owed pursuant to the Agreement and further agrees to its terms regarding venue. This is intended to be and is a continuing guarantee and shall not be revoked except by Malicious or Intention breach of the agreement and of its terms of service stated by the vendor (Sound Lighting FXC, Inc.)

Client Signature  Date: 10-19-16

4639 E. Virginia Street, Ste 101, Mesa, AZ 85215 - (602) 722-0783 F (480) 733-3931

[www.soundlightingfx.com](http://www.soundlightingfx.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>NFP P &amp; C Services, Inc. - Simi Valley</b> <b>2450 Tapo Street</b>  <b>Simi Valley CA 93063</b>  <b>INSURED</b> <b>Sound Lighting F/X, Inc.</b> <b>4639 E Virginia St, Suite 101</b>  <b>Mesa AZ 85215</b>	<b>CONTACT NAME:</b> Isabel Barron <b>PHONE (A/C No. Ext.):</b> (805)579-1900 <b>FAX (A/C No.):</b> (805)579-1916 <b>E-MAIL ADDRESS:</b> isabel.barron@nfp.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Hiscox Ins Co Inc</b></td> <td style="text-align: center;"><b>10200</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Hiscox Ins Co Inc</b>	<b>10200</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER: 16-17**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDRESS (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		USUBN2725847-16	9/7/2016	9/7/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		USUAE2723630-16 Hired Auto Phys Dam Ded 10% of Loss Subject to \$1,500 Minimum	9/7/2016	9/7/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Physical Damage \$ <b>125,000</b>
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		USUEN2725848-16	9/7/2016	9/7/2017	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE    OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	<b>Miscellaneous Equipment</b> Owned / Rented		USUEN2725847-16	9/7/2016	9/7/2017	Deductible \$2,500    Limit    \$ <b>500,000</b> R/O Special Form

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*\*\*\*EVIDENCE OF INSURANCE ONLY\*\*\*\*

<b>CERTIFICATE HOLDER</b>  <b>Sound Lighting F/X, Inc.</b> <b>4639 E Virginia Street</b> <b>Suite 101</b> <b>Mesa, AZ 85215</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <b>Ross Garner/ISABEL</b>
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## COMMENTS/REMARKS

### CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

NFP P&C  
CA LICENSE #0F15715  
2450 TAPO ST  
SIMI VALLEY, CA 93063  
TELEPHONE: (805) 579-1900  
FAX: (805) 579-1916

ADDENDUM

The City of Glendale, Arizona ("City") and Sound Lighting F/X, Inc. ("Contractor") further agree as follows:

I. Conflicts. The Sound Lighting F/X, Inc. terms and Conditions (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes 38 511.

II. Immigration Law Compliance. The parties agree, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

III. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

IV. Non-Discrimination Policies. The parties agree that they must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

V. Entire Agreement. The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum.

VI. Agreement and Addendum Conflict. In the event of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

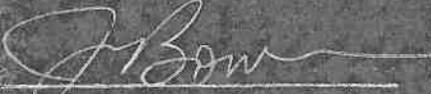
SOUND LIGHTING F/X, INC.

CITY OF GLENDALE, ARIZONA

  
Name: Betsy McKellips  
Title: manager  
Date: 10/12/10

  
Name: Rick St. John  
Title: Interim Police Chief  
Date:

ATTEST:

  
Julie K. Bower (SEAL)  
City Clerk

  
Michael D. Sulley  
City Attorney