

**VENDOR SERVICE AGREEMENT
BY AND BETWEEN
ROWAN UNIVERSITY
AND
Party Perfect Rentals, LLC**

This **Vendor Service Agreement** here after called ("Agreement") is effective as of *Wednesday, March 17, 2021*, by and between Rowan University having its main address at 201 Mullica Hill, Glassboro, New Jersey, 08028 is hereinafter referred to as ("Rowan"), and Vendor, each being a "Party", and together are here by referred to ("Parties") to this Agreement.

WHEREAS, Rowan is in need of Vendor's services described in **Section 3: Scope of Services**; and WHEREAS, Vendor has agreed to provide such services; and

WHEREAS, Vendor represents and warrants that it that it will perform the services covered by this contract in a fully professional manner and in accordance with the Vendor's reputation; and

WHEREAS, there exists within the budget of the originating department funds that are available and rightly applicable for this use.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Vendor Name & Address:

Party Perfect Rentals, LLC
312 Squankum Yellowbrook Road
Farmingdale, NJ 07727

2. Dates: *Event Date/Dates on Rowan Premises/Expiration Date*

Friday, April 23rd, 2021
2:00pm-7:00pm

3. Scope of Services:

Party Perfect Rentals will provide multiple inflatables and arcade attractions that include, one Bungee Trampoline, one Meltdown, one Hi Striker, one Human Billiards, one Soccer Darts, and one Arcade Skee Ball for the Student University Programmer's Hollybash: The Remix. In addition to those attractions, Party Perfect rentals will provide two generators for inflatables and staff for the Bungee Trampoline and Meltdown. The vendor will arrive between will arrive between 12:30pm and 1:00pm day of the event for set-up. Rowan University will provide space and volunteers as needed.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, as long as the requirements remain in place, Client must follow the strictest protocols and procedures laid out by federal, state, and local governments and federal and state health agencies to reduce the risk of the spread of COVID-19. To the extent applicable, no later than five (5) days prior to the Event, Client must provide the University with a detailed and specific plan of how it intends to comply with all governmental requirements and recommendations related to the safety of the Event. The University reserves the right to require specific procedures be implemented in order to best protect the health and safety of its students, faculty, staff, and the public.

Cancellation. In case of natural disaster, power failure, inclement weather, etc. and the Event must be

cancelled, the University will do everything in its power to work with Client to reschedule the Event for a different date(s) and time(s). The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or impracticable to implement the Event, or to fully perform the terms of this Agreement.

4. Cost:

\$6,000.00

Vendors are required to provide one or more of the following signed forms depending on your business classification status:

- **W9 (US Citizens) or W8 (Non-US Citizens BEN, ECI, IMY, & EXP):** ☒ Attached
- **NJ Business Registration Certificate (BRC):** ☒ Attached

General Terms & Conditions

1. Payment Schedule and Compensation

- a. All cost will not exceed a total of agreed upon amount, inclusive of any reimbursable.
- b. All fees will be paid to Vendor upon acceptance of the deliverable. Full completion is required for payment. No earnest money or partial or periodic payments will be made.
- c. All fees are to be considered 'all inclusive' and to be paid in the form of a University Check.
- d. Rowan University, unless specifically agreeing to in Section 3, Scope of Services does not reimburse or pay for any of the travel or lodging needs of the contracted Vendor.
- e. Vendor must be registered as an authorized vendor with the State of New Jersey and MUST present a copy of a **State of New Jersey Business Registration Certificate** in order to be paid.
- f. Vendor must provide a copy of their W9 accompanying their Agreement submission.

2. Compliance with Laws

- a. Vendor shall observe and comply with all State of New Jersey, local, and federal laws, and the rules of any governing body having jurisdiction over the premises and/or its use, including but not limited to Rowan University, this shall include, but not be limited to, without regard to conflict of law principles, the New Jersey Tort Claims Act, NJSA 59: 1-1 et seq. and the New Jersey Contractual Liability Act, NJSA 59: 13-1 et seq.
 - i. Rowan University in its programs and services adheres to the State's non-discrimination policy for **Affirmative Action and Equal Employment Opportunity**. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated.

- ii. Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of this contract, the Vendor certifies that they do not discriminate on these bases either.

3. Insurance Requirements

- a. **Public Liability Insurance:** Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
- \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$3,000,000 general aggregate; and
 - \$1,000,000 products/completed operations aggregate

*** And, if applicable, the following additional types of insurance:*

- b. **Workman's Compensation and Unemployment Insurance:** In adherence with New Jersey State labor laws the Vendor shall maintain, for the protection of the Vendor and all the employees of the Vendor, workers compensation and unemployment insurance coverages, which coverages shall be in full force and effect during the term of this contract and in such policy limits as usual and customary in the industry and as may be required by the laws of the State of New Jersey.
- c. **Comprehensive Automobile Liability Insurance.** Covering all owned, hired and rented vehicles

equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence. If applicable.

- d. **Professional Liability Insurance:** Comprehensive Professional Liability Insurance with a minimum:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate; and

******ROWAN must be named as additional insured and a certificate stating such must be produced upon execution.**

4. Indemnification

Vendor shall indemnify, defend and hold harmless Rowan and the State of New Jersey from any claims, damages, or expenses arising out of or connected to the misconduct or negligence of Vendor, in relation to the work provided for under this Agreement, including, but not limited to, any copyright infringement or other intellectual property claims. Vendor shall be responsible for any and all damages caused by Vendor, and Rowan may, at its sole

discretion, deduct the cost of damages from the fee amount.

5. Terms of Agreement

- a. The term of this Agreement shall be from execution of the contract until such time as the event is accepted by the University.
- b. The rights and duties arising under this contract shall not be assigned or delegated by either party without the other party's written consent.
- c. This contract can't be modified except in writing and as countersigned by both parties.
- d. In the event that any one or more provisions of this contract is declared null and void, or otherwise unenforceable, the remainder of the contract shall survive.
- e. Nothing contained herein shall be construed as to constitute the parties hereto as a partnership or joint venture.

6. Termination for Default

If Rowan in its sole discretion determines that Vendor has not met its obligations hereunder, Rowan reserves the right to terminate this Agreement or withhold payment for services. In the event that Rowan

exercises its right to terminate this Agreement, Rowan shall be without further liability to Vendor under this Agreement. Vendor understands and agrees that it is not entitled to any damages whatsoever in the event of termination of this Agreement for cause.

7. The Service Agreement

This Service Agreement, and all other documents referred to herein and/or attached hereto, constitute the entire Agreement of the Parties on the subject matter hereof and supersede any and all prior representations, understandings, and agreements between the Parties with respect to such subject matter. The documents referred to herein and attached hereto shall be read together with this agreement to determine the Parties intent. If there is a conflict between and among such documents, this Agreement shall be the final expression of the Parties' intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

Where there is a conflict between attachments, addendum, or other appurtenant documentation to the body of the contract, the body of the contract supersedes the attached Exhibits or documentation.

Date: _____

Date 3/17/21

BY: _____

Vice President for Finance
Rowan University

BY: _____

Alexandra Schiano

Party Perfect Rentals, LLC

NOTE: All Vendors are responsible for forwarding invoices to originating department. If vendor is unable to provide an invoice, they are responsible for completing and certifying the approved University invoice, Independent Contractor Request for Payment Form, which is available on the Accounts Payable website.



Party Perfect Rentals, L.L.C.
312 Squankum Yellowbrook Road
Farmingdale NJ 07727
p. 732-303-8211
f. 732-303-1280
www.partyperfectrentals.com

****RENTAL AGREEMENT****

RENTAL DATE: 4/23/2021

EVENT LOCATION: 201 Mullica Hill Road
Intramural Fields
Glassboro, NJ 08028

Order #: 38384

LESSOR: Party Perfect Rentals, LLC

LESSEE: Rowan University

ADDRESS: 201 Mullica Hill Road
Glassboro, NJ 08028

Home:

Fax:

Work: (856) 256-4542

Cell:

START TIME: 02:00PM **END TIME:** 07:00PM

Contact: Maeve McKinney

Qty	Description	Ea/Hr	Start	End	Item Total
1	Bungee Trampoline- 4 Station w/ staff	\$1,900.00	02:00PM	07:00PM	\$1,900.00
1	Meltdown w/ staff	\$1,650.00	02:00PM	07:00PM	\$1,650.00
1	Hi Striker 14'	\$350.00	02:00PM	07:00PM	\$350.00
1	Human Billiards	\$625.00	02:00PM	07:00PM	\$625.00
1	Soccer Darts	\$325.00	02:00PM	07:00PM	\$325.00
1	Arcade Skee Ball	\$750.00	02:00PM	07:00PM	\$750.00
2	Generator	\$125.00	02:00PM	07:00PM	\$250.00

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Equipment Fees:	\$5,850.00
Delivery Fees:	\$150.00
Supply Fees:	\$0.00
Additional Fees:	\$0.00
Waiver Fee:	
Discount:	\$0.00
Sub-Total:	\$6,000.00
Tax:	\$0.00
Total:	\$6,000.00
Deposit Required:	\$3,000.00
Payments:	
Balance Due:	\$6,000.00

- 1. IDENTITY OF PARTIES:** For the purposes of this Rental Agreement, "Lessor" shall mean Party Perfect Rentals, LLC, its owners, officers, directors, shareholders, employees, contractors, agents and "Lessee" shall mean the person(s) or company listed in the "lessee" and/or "customer information" boxes on this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.
- 2. PAYMENT:** A 50% non refundable deposit is due to Lessor from Lessee upon contract and full balance is due no later than the day of event upon arrival. In the event of a cancellation, Lessee's deposit will be turned into a credit good for one year from the date of the original event as long as Lessee cancels at least 7 days before event date **for non weather related reasons**. Any cancellation less than 7 days before the event date **for non weather related reasons** will result in a

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forfeit of Lessee's deposit. If Lessee cancels once Lessor delivers equipment, full payment is immediately due whether equipment is used or unused by Lessee for any reason.

3. **WEATHER POLICY:** Upon contract, Lessor will provide Lessee a rain cut off time. As long as Lessee contacts Lessor prior to the cut off time, Lessor will reschedule Lessee's event. In the event that Lessee's equipment is no longer available on rescheduled date, Lessor will substitute equipment for equal valued equipment or services. Guaranteed rain dates are available at an additional 50% fee (rain insurance). Deposits are non-refundable, but are transferable to a future event within 1 year. If Lessee decides to cancel after lessor arrives at Lessee's event, payment is due in full whether the equipment is used or unused by Lessee. Lessor is not responsible for weather or poor turnouts after the rain cut off time passes.
4. **EQUIPMENT, RENT AND TERMS OF RENTAL AGREEMENT:** Lessee rents from Lessor, that certain equipment described on this agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be listed as the "start" to "end" listed on this agreement, but all of lessee's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Agreement to the actual pick up of the Rental Equipment by lessor. Lessor cannot guarantee weather conditions, and if the equipment is delivered by Lessor and accepted by Lessee, then Lessee shall not be entitled to any refund whatsoever if weather conditions prohibits safe use of the Equipment, or if customer otherwise elects not to use the Equipment due to weather of other causes
5. **DELIVERY:** Lessor shall deliver the Rental Equipment to the street address specified by Lessee on the front side of this agreement. Lessee grants to Lessor the right to enter the property at the said address ("Delivery Address") for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times.
6. **RECEIPT/INSPECTION OF RENTAL EQUIPMENT:** Lessee hires the Rental Equipment on an "as is" basis. Lessee acknowledges that Lessee has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operation/safety instructions prior to use. Lessee specifically agrees that such rental items will not be used if Lessee finds that it is not suitable for Lessee's needs. Lessee acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.
7. **TRANSPORTATION EXPENSE:** Except as provided herein, all charges in delivering and subsequent pick up of the equipment with respect to the Delivery Address is included in the Rental Fee noted above. In the event that the equipment is not returned at the appointed time by Lessee to Lessor then a \$50.00 Transportation Fee shall be automatically imposed.
8. **SAFETY/OPERATING INSTRUCTIONS:** In addition to the information set forth in this agreement, Lessee acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used in accordance with those instructions. Lessee acknowledges that an attendant for equipment has been offered and recommended by lessor. If an attendant is declined by lessee, then lessee further acknowledges and understands that Party Perfect Rentals, LLC assumes no responsibility for the correct and safe operation of rented equipment and lessee is fully responsible for the safety and correct operation of equipment. Lessee understands that children's safety depends upon lessee providing AT ALL TIMES correct operation of and the use of equipment. Lessee further agrees to keep all equipment away from swimming pool(s) and lessee understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, lessee acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Lessee voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, lessee will not permit the equipment to be operated by anyone who is not qualified and who has not received instruction from lessor on the safe operation and use of the equipment, nor shall lessee allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.
9. **CARE OF THE RENTAL EQUIPMENT:** Lessee shall be responsible for any and all damage to any of the rental equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Lessee shall be liable to Lessor for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the equipment listed in this equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, silly string, mud, clay or other materials.

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10.ALTERATIONS AND ATTACHMENTS: No alteration in or attachments to the equipment will be made without prior written approval of Lessor.

11.LIMITED WARRANTY: Lessor warrants that the equipment leased under this Rental Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to the repair or replacement of the rental equipment when Lessor determines that it does not conform to this warranty. Lessor makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Lessee's particular intended use, or that it is free of latent defects. **Lessor shall not be responsible to Lessee or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.**

12.POSSESSION/TITLE: Lessee's right to possession of the Rental Agreement begins upon the items being delivered to Lessee's premises and terminates on the actual pick up by Lessor. Retention of possession, or any failure to permit the pick up of the item(s) at or after "End Time" specified in this agreement constitutes a material breach of this agreement. In the event that the Equipment is not returned for any reason, including theft, the Lessee is obligated to pay the Lessor the full replacement value for the equipment that is listed in this agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. Title to the rental items is and shall remain in Lessors name. Lessee agrees to keep the Rental Equipment in his/her/their custody and control from the time of Lessor's delivery of the items, until Lessor picks up such items. Lessee shall not cause nor permit these items, or any of them, to be sublet, rented, sold or removed from Delivery Address, or otherwise transfer such items. If the rental items are not returned and/or levied upon for any reason whatsoever, Lessor may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Lessee shall notify Lessor immediately.

13.EQUIPMENT PROBLEMS: Should any equipment develop a problem, or does not function correctly at anytime, or Lessee does not understand the operating, Lessee agrees to immediately cease use of the that equipment.

14.General Release/Indemnity/Hold Harmless: Lessee will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage. Lessee acknowledges that they are in charge of the operation, installation and use of the Rental Equipment, and are fully responsible for its safe operation and installation as well as the return of the Rental Equipment in good working order. Lessee acknowledges and agrees that Lessor is not responsible for any injury occurring to Lessee, or any guests of Lessee or to any other persons using the Rental Equipment, or to any claims by any other person(s) injured by or on account of the Rental Equipment, while the equipment is in the possession of the Lessee. Lessee agrees to defend, indemnify, and hold harmless Lessor from and against any and all liability, claims, judgments, attorney fees, and costs, of every kind of nature, including, but not limited to, injuries, or death to persons and/or damage to property, whether or not such claimant is known or unknown to Lessee, which arises out of the use, maintenance, installation, operation, instruction, possession, or rental of any of the Rental Equipment, however caused, but with such claim arising while or such injury or damage occurring while such Rental Equipment is in the actual or constructive possession of Lessee. These General Release, indemnity, and Hold Harmless provisions apply to, but are not limited to, any injury, death, damage, claim, or liability which may arise on account of the negligence, whether active or passive, of Lessor or Lessor's suppliers, agents, employees, contractors, drivers or installers. Lessee further acknowledges that Lessor is not a food supplier or handler, and that any food related items, such as popcorn, cotton candy, hot dogs, which may be supplied with the Rental Equipment, is a straight pass through by Lessor to Lessee. Since this additional service is provided to Lessee as a courtesy by Lessor, and so long as Lessor advises Lessee, in writing, after Lessee's requests, with the name and address of the supplier of any specific item, Lessee specifically agrees to waive and release, Indemnify and hold Lessor harmless from and against any and all claims of whatever kind or nature arising out of or involved with the food items supplied.

15.COMPLIANCE WITH LAWS: Lessee agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Lessee agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use

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of the rental equipment during the rental period. Lessee further agrees to pay all licenses, fines, fee, permits, or taxes arising from Lessee's use of the rental equipment, including any subsequently determined to be due. Lessee is solely responsible for obtaining any and all permits and/or licenses from the appropriate government agencies prior to use.

16.LEGAL FEES: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

17.CUSTOMER ACKNOWLEDGMENT: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on **all pages of this agreement** and that they understand its content and that they execute it freely, intelligently, and without duress of any kind.

18.SEVERABILITY: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

19.RAIN POLICY: DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WINDS, ETC.), WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF CONDITIONS ARE NOT TOO SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING IT OR NOT. IF YOU DECIDE TO KEEP THE UNIT FOR THE TERM OF THIS RENTAL AGREEMENT, THERE WILL BE NO REFUNDS!

20.Cotton Candy Machines, Sno-cone Machines, Popcorn machines & Generators Rentals: Never service unit when plugged into electrical outlet. Make sure unit is grounded. Plug unit into a grounded receptacle only! Be sure that the switch is in the "OFF" position before plugging unit in.

21.ENTIRE AGREEMENT: This Agreement constitutes the full agreement between Lessor and Lessee. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. The receipt of the Rental Agreement that is the subject of this Rental Agreement and General Release and the fact that it is in good working order is acknowledged by Lessee

WARNING! -- Never leave equipment running unattended. **DO NOT ALLOW CHILDREN TO OPERATE RENTAL EQUIPMENT!** Lessee has acknowledged that he or she has been fully instructed as to the operation and safety procedures of rental equipment. Never touch Hot or moving parts. Never fill generator with gasoline when engine is hot! Never operate rental equipment in a wet environment.

I HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT. FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT

LESSOR_____ **DATE**_____

LESSEE: _____ **DATE**_____

PRINT NAME_____

PRINT NAME: _____

Authorized representative of Party Perfect Rentals, LLC