# Contract Approval Cover Sheet

Revised 12/4/17

Contract # C200203

Rowan University

916337986

| Vendor Name & Banner ID: | Department: | FOAPAL: |
|---|---|---|
| Party Perfect Rentals, LLC | Campus Recreation | 30040 - 52002 |
| Term: One Time | Procurement Method: *(i.e., BOT Resolution & #, Bid, Exception, N/A)* | IRT Approval Obtained: Yes No (N/A)<br>E-Commerce Solution: Yes No (N/A) |
| Value: $2,900 | | Risk Manager/Facilities Management notified to obtain insurance certificate: (Yes) No N/A |

I have reviewed the specifications of the attached contract/agreement as they pertain to our respective college and provide the following recommendation:

☐ Approved ☐ Disapproved ☐ Approved w/ Changes ☐ N/A

Suggested Changes:

Kevin George — 8-1-19

**Office/Department Head** **Date**

I have reviewed the specifications of the attached contract/agreement as they pertain to our respective college and provide the following recommendation:

☐ Approved ☐ Disapproved ☐ Approved w/ Changes ☐ N/A

Suggested Changes:

Tony Ng Le — 8/5/19

**Provost/Dean/Vice President** **Date**

I have reviewed the specifications of the attached contract/agreement as they pertain to our respective college and provide the following recommendation:

☐ Approved ☐ Disapproved ☐ Approved w/ Changes ☐ N/A

Suggested Changes:

**Legal** **Date**

I have reviewed the specifications of the attached contract/agreement as they pertain to our respective college and provide the following recommendation:

☑ Approved ☐ Disapproved ☐ Approved w/ Changes ☐ N/A

8.15.19

**Christine Brasteter, Senior Director Contracting & Procurement** **Date**

POC for Return Denise Oncay For Office Use Only ☐ W9 ☐ BRC ☐ HR ☐ EO117 ☐ Vendor ☐ Employee ☐ Student

Rowan University

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

This **Vendor Service Agreement** hereafter called ("Agreement") is effective as of August 1, 2019, 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 hereby 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 Rd. Farmingdale, NJ 07727

2. **Dates:** *Event Date/Dates on Rowan Premises/Expiration Date*
Sunday, September 1st, 2019 from 8:00 PM - 12:00 AM

3. **Scope of Services:**
- 1 Meltdown machine with appropriate staffing levels (at least 2 staff)
- 1 Four-Person Joust inflatable
- 1 Shoot and Score Connect Four Inflatable
- All set up & tear-down of equipment to ensure readiness to begin operation by 8:00 PM.
- 2 Generators with extension cords to power inflatables

4. **Cost:** $2,900.00

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 and 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: 8/14/19 BY: Amy Bosio

AMY A. BOSIO
VP FOR FINANCE

Date 8/1/19 BY: [signature]

Vendor

**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.

PARTPER-02 MFALCON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2019

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 have ADDITIONAL INSURED provisions or 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).

| PRODUCER | CONTACT NAME: Marie Falcon | |
|---|---|---|
| Scirocco Group - Main Office<br>777 Terrace Avenue<br>Suite 309<br>Hasbrouck Heights, NJ 07604 | PHONE (A/C, No, Ext): (201) 727-0070 | FAX (A/C, No): (201) 727-0080 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Underwriters at Lloyd's, London (Illinois) | 15792 |
| INSURED<br>Party Perfect Rentals, LLC<br>312 Squankum Yellowbrook Rd<br>Farmingdale, NJ 07727 | INSURER B : Scottsdale Insurance Company | 41297 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **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 | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | GLL-10201-03 | 7/16/2019 | 7/16/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ Excluded<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | XLS0110891 | 7/16/2019 | 7/16/2020 | EACH OCCURRENCE<br>AGGREGATE<br>Aggregate | $ 5,000,000<br>$<br>$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

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

**CERTIFICATE HOLDER**

Proof of Insurance

**CANCELLATION**

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

John M. Scirocco Jr.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2019

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 have ADDITIONAL INSURED provisions or 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).

| | |
|---|---|
| **PRODUCER**<br>Daven Agency, Inc<br>266 Route 34<br><br>Matawan NJ 07747 | **CONTACT NAME:** Ellen Barnes<br>**PHONE (A/C, No, Ext):** (732) 566-2000 **FAX (A/C, No):** (732) 566-0060<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>Party Perfect Rentals LLC<br>312 Squankum YellowBrook Road<br><br>Farmingdale NJ 07727 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A:** Preferred Mutual Insurance Co. — 15024<br>**INSURER B:** Utica Mutual Insurance Company — 25976<br>**INSURER C:**<br>**INSURER D:**<br>**INSURER E:**<br>**INSURER F:** |

**COVERAGES** **CERTIFICATE NUMBER:** 19/20 Auto, WC **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 | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ☒ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | PCA0100714720 | 06/29/2019 | 06/29/2020 | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Medical payments | $ 5,000 |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | N/A | | 4625970 | 04/08/2019 | 04/08/2020 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**CERTIFICATE HOLDER**

Named Insured

**CANCELLATION**

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**

Ellen Barnes