



A-1 Rentals

460 Glover St., Marietta, GA 30060
Phone: 770-458-7740
www.aonerentals.com | sales@aonerentals.com

PROPOSAL

Bill To

Town of Tyrone Parks & Rec
Lynda Owens
Shamrock Park:
960 Senoia Rd
Tyrone, GA 30290
Phone: (770)487-4694
Fax:

Deliver To

Shamrock Park:
960 Senoia Rd
Tyrone, GA 30290

Quote No: Q17155

Quote Date: July 12, 2023
Written By: Cathie Fullerton

Delivery: Fri, Oct 06, 2023 Deliver on Fri event is Sat
at noon

Event Starts: Sat, Oct 07, 2023 12:00 pm

Event Ends: Sat, Oct 07, 2023 08:00 pm

Pick-up: Mon, Oct 09, 2023 Pick up on Mon

Delivery Method: Delivery

Qty	Description	Size	Unit Price	Bill. Days	Total
Dance Floors					
16	4' x 4' Section, Indoor/Outdoor, Type II		\$34.00	1	\$544.00

Order Subtotal: \$544.00

Damage Waiver (4.00%): \$21.76

Delivery Charge: \$160.00

Fuel Surcharge: \$32.00

Sales Tax (7%): \$53.04

TOTAL: \$810.80

Deposit Due: \$405.40

A-1 Rentals Inc. Lease Agreement

TERMS & CONDITIONS: A-1 Rentals Inc. ("A-1") hereby agrees to lease to the other contracting party to this agreement (the "Lessee") the equipment described on the face of this agreement or in the attached schedules (the "Equipment") per the following terms and conditions.

TITLE & OWNERSHIP: The Equipment shall be at all times be and remain the A-1's owned property. Lessee shall have only the rights to use the Equipment in accordance with the terms of this agreement (the "Agreement") It is expressly agreed that the Equipment shall be considered as personal property even though it may be affixed or attached to real estate. The Equipment shall not be removed from the place of installation without A-1's express written permission.

WEATHER RELATED RISKS: Lessee assumes all weather related risks in holding an outdoor event. Should the Equipment become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond A-1's control, Lessee shall remain liable for payment in full for all charges. Lessee hereby agrees that any tent(s) rented from A-1 shall not be occupied in adverse, extreme or severe weather conditions, and to evacuate the public during periods of adverse, extreme or severe weather.

RISK OF LOSS OR DAMAGE: Lessee shall assume all risk of loss or damage to the Equipment while it is in Lessee's possession. In the event of any loss or damage to the Equipment Lessee shall have the obligation to pay rent for the agreed rental period. Lessee shall assume full responsibility for all loss or damage to A-1s' Equipment caused by wind, rain, snow, fire, flooding or any other disturbance of nature. Lessee agrees to use the Equipment in a careful and proper manner,

SECURITY: If the Equipment is located at a non-commercial premises Lessee agrees to employ a competent watchman to

prevent fire, theft, vandalism or other damage to the Equipment from the first day of installation until the Equipment is removed.

INDEMNITY: Lessee shall indemnify, protect, save, keep harmless and defend A-1, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands, and expenses of whatsoever nature arising out of the Lessee's use, condition, or operation of the Equipment. Lessee shall assume the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands, and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue with full force and effect notwithstanding the termination of this agreement whether by expiration of time, by operation of law, or otherwise.

WAIVER OF LIABILITY: A-1 will endeavor to use its best efforts at all times to minimize the danger of damage to Lessee's property from the installation or use of the Equipment. Lessee assumes the risk of such damage and expressly releases A-1 from liability for any such damages which may occur, including underground obstructions including, but not limited to sprinkler systems, gas lines, oil lines power lines, etc. Lessee shall provide to A-1 a detailed diagram of all underground systems when applicable.

MODIFICATION OF AGREEMENT: Should Lessee decide to change any of the arrangements relating to the services to be performed or the Equipment to be leased, A-1 shall have the right, in its sole discretion, to add, remove, or modify such Equipment, service or service technicians required to maintain the safety and quality of the services and/or equipment. Lessee shall pay for any additional equipment, services, or service technicians (or shall receive a credit for any reduction thereof) at A-1's customary charges. Any such requested changes are subject to the availability of both equipment and labor.

PAYMENT: Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or are chargeable pursuant to the terms hereof within the period specific herein. If the balance due is not paid when due, an amount equal to 1.5% of the outstanding balance due shall be charged every month thereafter until final payment is made by Lessee. If Lessee has directed that the A-1's charges are to be billed to another person or organization then Lessee shall, promptly upon receiving notice of nonpayment, pay such lease charges and such additional charge as may be added to the outstanding balance pursuant to the terms hereof. Lessee further agrees to pay and to be responsible for any and all costs, disbursements and attorney's fees incurred in any action to collect any amounts owed to A-1 under this Agreement. All Equipment held by Lessee beyond the agreed upon period indicated on this Agreement may be subject to extended rental fees.

SITE PREPARATION AND DELIVERY: Lessee agrees to have the site upon which the Equipment is to be erected, free and clear of all obstacles, natural and manmade, before the arrival of the A-1's work crews. If Lessee fails to do so, then Lessee shall pay A-1 for all costs involved for any delay, additional rent, and all costs, including collection costs and attorney's fees. Lessee agrees to pay \$45.00 per man hour for wait time for labor for cleaning areas not ready for installation or pickup. Lessee agrees to contact A-1's office for applicable set-up/break down fees if this service is desired. A-1 shall endeavor to deliver the equipment at or near the time

requested by Lessee; however, A-1 does not warrant or guaranty such delivery time, as such times may be affected by traffic, unexpected set up time for prior deliveries, and other items.

Lessee acknowledges that the Equipment is of a size, design and quantity selected by Lessee and that A-1 has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the Equipment. A-1 shall not be liable to Lessee for any loss or damage caused directly or indirectly by the Equipment or services, by any inadequacy thereof, or defects therein. Any liability of A-1 shall be limited to the rental cost of the Equipment.

DEFAULT: The occurrence of any of the following shall, at A-1's option, terminate this Agreement and Lessee's right to possession of the Equipment: (a) The nonpayment by Lessee of the deposit required hereunder; (b) Lessee's noncompliance with any other term, covenant, or condition of this Agreement which is not cured within a reasonable time after notice thereof from A-1; (c) The execution or other writ or process of law being issued in any action against Lessee, whereby the said Equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against Lessee or Lessee's property; or (d) if A-1 shall deem itself insecure.

TENT MATERIAL: All tents are subject to stretching and retraction of listed sizes and, although all tents have been treated with waterproofing compound, no tents are guaranteed to be absolutely waterproof.

PERMITS & LICENCES: Lessee shall, at its own expense, and prior to the installation of the Equipment, provide all necessary permits, licenses, and other consents that may be required by governmental authorities.

SUSPENSION OF A-1'S AGREEMENT: A-1's obligations hereunder shall be suspended to the extent A-1 is hindered or prevented from complying therewith because of labor disturbance, including strikes and lockouts, acts of God, fires, storms, accidents, government regulations, or interferences of any kind, for any cause whatsoever beyond A-1's control.

DEPOSIT: A 50% nonrefundable deposit is due upon the signing of this Agreement and the balance is due three (3) days before the delivery of the Equipment.

SEVERABILITY AND GOVERNING LAW: This Agreement embodies the entire agreement of the parties. It may not be modified or terminated except by other written agreement of the parties. If any provision herein is declared invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions hereof. The terms and conditions herein shall be governed by the laws of the State of Georgia and any legal actions shall be brought in the Courts of Cobb County, Georgia. Lessee acknowledges that all the provisions of this agreement have been read, including the terms and conditions, and Lessee agrees to be bound thereto.

Name (as it appears on card):

Billing Address for card:

City:

State:

Zip Code:

Phone Number of Cardholder (in case of problem):

Type of Card: VISA ☐

MASTERCARD ☐

DISCOVER ☐

AMEX ☐

Card Number:

Expiration Date:

Security Code:

(3 digits on the back for visa, mc, and discover - 4 digits on front for amex)

*Note Final Balance will be run the Wednesday preceding the event

• A-1 Rentals is not responsible for overdrafts on bank cards • All 50% advance payments are NON-REFUNDABLE • By signing this I also agree to the terms of the lease agreement • Please note: by signing this you are responsible for all charges

signature

date

