



Invoice

From:

Event Resource Center

214 Zenobia St

Denver, CO 80219

720-907-4044

support@eventresourcecenter.com

| | |
|------------------|-------------------|
| Invoice Number | ERC-094 |
| Invoice Date | February 14, 2020 |
| Due Date | February 14, 2020 |
| Total Due | \$0.00 |

To:

Ramon Diaz

ap@coloradocivilinfrastructure.com

Contact Person: Ramon Diaz

Drop off time: 10 am

Delivery & Pickup address: 9159 E Lost Hill Dr Lone Tree, CO 80124

contact: 303-882-3221

| Hrs/Qty | Service | Rate/Price | Sub Total |
|---------|------------------------------|------------|-----------|
| 1 | 10x20 Tent | \$300.00 | \$300.00 |
| 40 | White Chairs | \$3.00 | \$120.00 |
| 4 | 6-Foot Tables | \$13.00 | \$52.00 |
| 4 | Table Cloths for 6 Foot Tale | \$15.00 | \$60.00 |
| 1 | Delivery & Pickup | \$65.00 | \$65.00 |
| 1 | Event Breakdown | \$40.00 | \$40.00 |

| | |
|-----------|----------|
| Sub Total | \$637.00 |
| Tax | \$47.48 |

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| | |
|-------------------|---------------|
| Admin Service Fee | \$102.96 |
| Paid | -\$787.44 |
| Total Due | \$0.00 |

All cancellations due to weather or unforeseen circumstances will adhere to the following policy:

There are no refunds for cancellations on the same day of the event. We will issue a rain-check in the amount of the security deposit for cancellations on the day of the event ONLY IF DUE TO INCLEMENT WEATHER, on the condition that the order has not left the warehouse or already been set up. Rain-check terms and conditions apply. Cancellations for inclement weather are only excepted if the forecast shows 40 degrees or below for that same day or if rain is on the forecast with the probability of 30% chance or more of rain.

Security deposits will be fully refunded for cancellations received at least 15 days prior to the scheduled event date.

For cancellations received between 2-14 days prior to the event date, the deposit will not be refunded. Although, we will issue a raincheck for the deposit amount that will be good for 1 year from the date issued. Raincheck terms and conditions apply.

There will be no refunds of any kind once the order has left our warehouse for delivery and/or has been set up; we have to pay our employees for their hard work and time and therefore will retain the full payment regardless of use.

RECEIPT OF THE LISTED EQUIPMENT IN GOOD REPAIR IS HEREBY ACKNOWLEDGED. It is expressly understood that this is not to be construed as a Contract of Sale or a Conditional Sale Contract. It is the intent of this contract to rent and lease the Equipment only, and title to the rental property is and at all times shall remain with OWNER IN TRUST (a/k/a "Lessor"). It is understood and agreed that the Equipment shall remain personal property at all times, notwithstanding the manner of its annexation to realty. The Equipment includes all replacement parts, additions and accessories even if not specifically itemized. B. The aforementioned Equipment is delivered to Lessee by OWNER IN TRUST, and the Lessee agrees to abide by the following conditions: 1. Equipment is to be used only by the Lessee or his principal workmen under the Lessee or his principal, who are skilled and experienced in the use and operation of the Equipment and is to be used by no others. 2. Equipment is rented only for specific uses and purposes for which the Equipment was manufactured and intended. 3. Possession or custody of the Equipment is not to be surrendered to anyone other than the Lessor at its place of business with the exception being previously authorized delivery of Equipment to a licensed carrier for prepaid transport to Lessor's place of business. 4. Equipment to be used only during period stated. Lessee specifically agrees to return the listed Equipment before expiration of the limiting period, including any extensions granted by the LESSOR and endorsed on this contract. Failure to return Equipment as agreed shall be evidence of conversion and theft of said property. THEFT AND CONVERSION OF RENTAL PROPERTY ARE PUNISHABLE UNDER THE LAWS OF THE STATE OF COLORADO (C.R.S.18-4-401). Failure to timely return the Equipment shall be sufficient

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justification for the filing of criminal complaint against Lessee if the Equipment is not returned within seventy-two (72) hours of the "Due" date.5. Lessee agrees that in the event any of the equipment becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly notify Lessor. Lessor will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise, and the Lessee hereby waives any right or entitlement thereto.6. Equipment is for hire at the listed rate and period of time without discount and the understanding that the total amount will be due and shall be paid to the Lessor at its place of business upon expiration of the rental period or upon receipt of said Equipment. 7. Lessee shall cause the Equipment to be operated by competent persons and shall pay all expenses of operations. Lessee shall not transfer liability to any other party and shall remain liable for Equipment use during the full period of lease.C. INDEMNITY/HOLD HARMLESS: Lessee acknowledges that the said Equipment has been inspected and has been found to be safe and in good repair. Accordingly, it is expressly understood and agreed that LESSOR SHALL NOT BE HELD LIABLE FOR DAMAGES OF ANY KIND WHATSOEVER, whether to property or person, loss of time, or any other loss arising from the use of, or in any way connected with said Equipment or any part thereof from whatever cause arising. Lessee agrees to indemnify Lessor FREE AND HARMLESS, therefrom. Lessee will take all necessary precautions regarding the EQUIPMENT, and protect all persons and property from injury or damage. Lessee agrees to hold harmless Lessor from and against any and all liability, claims, judgments, attorney's fees and costs, of every kind and nature, including but not limited to injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Equipment, however caused, except claims or litigation arising through the sole negligence or willful misconduct of Lessor. Lessee is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the Equipment and hereby elects to voluntarily enter into this Rental Agreement and assume all of the above risks of injury or damage. Lessee agrees to release and discharge Lessor from any and all responsibility or liability from such injury or damage arising out of the use or operation of the Equipment; and customer further agrees to waive, release, and discharge any and all claims for injury or damage against Lessor which Lessee otherwise may be entitled to assert.D. EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS, LIMITATIONS OF LESSORS LIABILITY; Lessee is skilled and experienced in the safe use and operation of Equipment. Based solely on Lessee's own judgment, Lessee has made the selection of Equipment and Lessor has option to refuse rental to Lessee based on Lessee's ability to safely operate Equipment. Lessor has full and sole control over the use and maintenance of Equipment during the period of this contract for lease, and/or resale. LESSOR DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTY. The Equipment is WHERE IS and with all faults AS IS. Lessor shall not be liable for consequential damages and Lessee agrees to indemnify Lessor fully.E. Lessee agrees to pay any and all sales taxes, use taxes, damage surcharges and other assessments levied on the Equipment or an account of this lease, other than general personal property tax for the State of Colorado. If rental charges are not paid within ten (10) days of the due date, LESSOR HAS OPTION TO RECALCULATE CHARGES ON A DAILY RENTAL RATE BASIS. If Lessee fails to perform anything herein required or fails to pay any sum when due, or if an attachment is levied against the Equipment or attempted by a creditor of Lessee or if bankruptcy or reorganization proceedings are filed by or against Lessee, the Lessor may at its option and without notice enter the premises in which the Equipment or any part thereof is located and without hindrance, directly or indirectly on the part of the Lessee, take possession of the Equipment and the Lessee hereby agrees to pay all

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expenses including reasonable attorney's fees that may be incurred by the Lessor in enforcing this contract or in collecting outstanding rental charges herein or in repossessing the Equipment.F. NON-WAIVER: Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and are not alternative.G. Lessor shall not be liable to Lessee in any event for any loss, delay or damages of any kind or character resulting in defects in or inefficiency of the leased Equipment or accidental breakage thereof. Equipment damaged due to misuse, abuse or neglect, or not returned due to mysterious disappearance or theft from Lessee will be charged present day replacement costs plus rental up to and including the time the lessor is informed. Reasonable time shall be allowed for Lessor to assure the accuracy of damage and shortages.H. Lessee agrees to keep Equipment during the full lease period in Lessee's custody and control and not to remove, sublease or re-rent the Equipment without prior written consent of the Lessor. Equipment must be returned to Lessor during business hours where Equipment will be checked for condition and shortages. Lease charges continue until such time Equipment is returned to Lessor and Lessee will be charged for any items not returned plus rental.I. PAYMENT: Lessee will pay Lessor all charges due under this contract. All charges are subject to final audit, and if a difference is shown the Lessor or Lessee shall promptly pay or credit the appropriate charges to correct the error. The Lessee shall be the responsible party for payment of the contract. Lessee consents to reservation of items by a credit card issuer and authorizes the Lessor to process a credit card voucher in Lessee's name where applicable for all charges due under the contract. Lessee will pay collection costs, including reasonable attorney fees pursuant to the contract. Lessee maintains responsibility for and cannot transfer obligation for payment to other parties. LESSOR HAS THE OPTION TO RECALCULATE CHARGES BASED ON DAILY RENTAL RATES for actual time rental equipment is not in Lessor possession.J. DAMAGE SURCHARGE (D.S.): Payment of the Damage Surcharge (D.S.) as specified, subject to the limitations and exclusions of the contract, Lessor agrees to modify the terms of this contract and relieve Lessee of liability for accidental damage to Equipment, unless otherwise noted in the contract referenced to the contrary, where the Lessee is to assume damage payment responsibility. Lessor excludes from this surcharge any loss or damage due to theft, burglary, misuse, abuse, theft by conversion, intentional damage, Lessee negligence, or care for rental item(s) as a prudent person would care for their own property, or as noted on the contract for each rental item. Further, if Lessee maintains insurance for loss or damage; the Lessee shall bear full responsibility for any charges not covered by Lessee's insurance policy. K. RETURN OF RENTAL ITEMS: At the termination of this agreement, Lessee shall return Equipment to Lessor's premises during Lessor's regular business hours, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. If Lessor has agreed to deliver Equipment to Lessee, Lessee shall be responsible for all losses or damage to Equipment from time of delivery to Lessee until picked up by Lessor.L. DELIVERY/PICK UP: Delivery and pick up of Equipment by Lessor is portal to portal only (1st floor, loading dock, or garage). Extra charges will be incurred for stairs, backyards, or transport further than 100 feet from parked vehicle location. If elevators are available for use, lessor will only use full-sized (8' deep), dedicated freight elevators in commercial buildings for moving Equipment. Delivery/Pick up fees DO NOT include set up or tear down of Equipment. Set up and tear down of Equipment can be arranged at time of reservation for additional fees. Labor charges will be added for any additional required labor for set up, tear down, or transport of Equipment beyond policy limitations listed herein. M. CANCELLATIONS AND CHANGES: Lessee has up to seven (7) days prior to the rental "date out" to cancel the contract in total without any penalties

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unless otherwise stated. Lessee shall be responsible for the contract charges and can add items based on Equipment availability.

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