

**STATE OF TEXAS
PURCHASE ORDER**

1. Agency Name & No. TEXAS STATE LIBRARY & ARCHIVES COMMISSION 306 Tax Exempt agency of the Texas State Government	4. Purchase Order No. 306-16-8212	12. HUB: N/A	13. Order Type: Service
	5. PCC E	14. Vendor Identification No: [REDACTED]	
2. Agency Billing Address **ACCOUNTING DEPARTMENT** Texas State Library & Archives Commission PO Box 12516 Austin, TX 78711-2516 Email invoices to: AP@tsl.texas.gov Phone: (512) 463-5473; Fax: (512) 475-0185	6. Current Document No.	15. Vendor Address: Freedom Party Rentals LLC 15112 Honeycomb Drive Leander, TX 786417531	
	7. Document (order) amt \$557.36	16. Vendor Contact Info: Tim Masters Phone: (512) 981-5557 Fax: Email: tim.masters@freedompartyrentals.com	
3. Destination of goods or service FOB Destination Receiving Dock, Room G-007 Texas State Library & Archives Commission 1201 Brazos Street Austin, TX 78701	8. REF DOC	9. Service Period or Expected Delivery Date: 10/29/2015	
	10. Agency Contact: Pam Rodriguez Email: prodiguez@tsl.texas.gov		Phone: (512) 463-3037 Fax: (512) 475-3393
	11. TSLAC Project Contact: Steven Siwinski Email: ssiwinski@tsl.texas.gov		Phone: (512) 463-5514

17. Description

Rental of movie screen with set up and tech run for the movie screening event on October 29, 2015. Services will be scheduled for set up at 4pm and the program ending at 9pm.

TSLAC Terms & Conditions and Invoicing Instructions are attached. Vendor is not to exceed the amount on the Purchase Order without prior approval and amendment of this PO by the TSLAC Purchasing Department.

18. SFX	INDEX	AY	COBJ	AOBJ	AMOUNT	INVOICE NO.
001	52229	16	7406	7506	\$557.36	

19. Line No	20. Goods & Service	21. NIGP Code	22. Qty	23. Units	24. Unit Price	25. Extended Amt
1.	25' Free Gold Series Package - Jumbo Edition	985-12	1	Each	\$399.95	\$399.95
2.	Generator, if necessary	981-43	1	Each	\$75.95	\$75.95
3.	Set up and Tech Run Set up for 4pm with program ending at 9pm	985-12	1	Lot(s)	\$81.46	\$81.46

INTERNAL PO ONLY

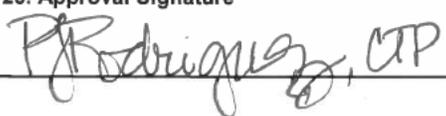
Grand Total \$557.36

26. Legal Cites: TPASS Delegated Purchases as defined by TAC Title 34, Part 1, Chapter 20, Subchapter C, Rule §20.41

27. Division Tracking Number: EXEC-016-015

Per Texas Tax Code 151.309, the Texas State Library and Archives Commission is a tax-exempt agency.
If you need further proof of this, please contact the Agency Contact in box #10.

Confirmation of receipt is required, please sign box #29 and return signed PO via email: purchasing@tsl.texas.gov or fax: (512) 475-3393.

28. Approval Signature 	Date 11/25/2015	29. Vendor Signature	Date
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Rental Date	10/29/2015 07:30pm
Contact Person	Steve Siwinski
Event Address	1100 Congress Ave
City, State, Zip	Austin, TX, 78701
Home Phone	512-463-5514
Cell Phone	512-463-5514
Event Rental Time	10/29/2015 07:30pm thru 10/29/2015 09:30pm
Location	East side of the Capital grounds
Setup Surface	

Equipment Rented	
1. 25' Freedom Gold Series Package - Jumbo Editionx1	\$399.95
2. Generatorx1	\$75.95

SubTotal		\$475.90
Movie Set Up - Yes - Movie Tech Run Event	\$45.00	\$520.90
Damage Waiver - Yes	\$36.46	\$557.36
Miscellaneous Fees: 292.00	\$292.00	\$849.36
Tax: 0.00%	\$0.00	\$849.36
Total		\$849.36
Deposit Required		\$254.81
Check (1111) Payment		\$292.00
Due		\$557.36

Invoice #1364

Customer Comments: I have added the quote for the sound for the band. This is generously discounted as we would love to have your business. Please check into other sound companies and compare prices. Please let us know if you have any questions. I will email the invoice with the breakdown in pricing. Thank you so much for contacting Freedom Mobile Entertainment! We look forward to working with you.

Inspected By _____

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Freedom Party Rentals for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Freedom Party Rentals and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Freedom Mobile Entertainment employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Freedom Mobile Entertainment employees/contractors and the anchors MUST NOT be removed during period of use. Never attempt to relocate, adjust or service a blower. Never use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated unit. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. Never allow the users to be unsupervised in or around the unit. Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Freedom Mobile Entertainment. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself. **Only** children of the same age group are to play on the unit at the same time.

Lessee Initial

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ACCOUNTING

Condition of Returned / Leased Equipment

Lessee agrees that equipment leased for events that Freedom Party Rentals does not supervise, that equipment will be cleaned & packed per the instructions provided by delivery personnel. This is for drop off packages, overnight packages, & pickup packages. There is a \$75 per hour cleaning charge for any dirty equipment that is not in the condition dropped off. Below are the most examples.....

- 1) Inflatable barricades, movie screens, are to be cleaned, dry & in bags when pickup personnel arrive (same condition as dropped off)
 - 2) Laser tag, movie equipment, archery , concessions are to be cleaned and in totes provided at drop-off when pickup personnel arrive.
 - 3) An additional \$25 will be applied to the card on file if equipment is not ready for pickup in totes provided.
- * exceptions to this will only be made when equipment is being booked and special consideration is asked for by customer.

Lessee Initial

Additional Terms of Lease: Freedom Party Rentals is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result.

ABSOLUTELY NO silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit.

Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Hold Harmless Provisions: Lessee agrees to indemnify and hold Freedom Party Rentals harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Freedom Mobile Entertainment from injuries or damages incurred as a result of the use of the leased equipment. Freedom Party Rentals cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Freedom Party Rentals from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Freedom Mobile Entertainment makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Freedom Party Rentals any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Freedom Party Rentals for all costs incurred by Freedom Party Rentals incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Freedom Party Rentals determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Freedom Party Rentals may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Freedom Party Rentals and Lessee will abide by the Texas state laws and forgo filing a lawsuit to solve the dispute. **BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Freedom Mobile Entertainment PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S)**

Signature _____ Print Name _____ Date _____