



RESERVATION

PO#/Job:
SUPER BOWL XLIX
Res# 5990

PRIDE GROUP

Single Simple Solution.™

480.653.3911 | PrideGroup.us | PO Box 11100, Chandler, AZ 85248



Preferred Client: GLENDALE FIRE DEPARTMENT 6829 NORTH 58TH DRIVE GLENDALE AZ 85301	Delivery Address: UNIVERSITY OF PHX STADIUM & RENAISSANCE LOADING DOCK GLENDALE AZ 85305	01/28/15 15:00:41 Page 1
Ordered By: MR. DAVID COLSON Email: DColson@GlendaleAZ.com	Onsite: MR. DAVID COLSON Mobile: 602-741-9548	CITY CLERK ORIGINAL Loc 100

PG Sales: MIKE E.	INSTALL: ANYTIME, BY 1.31.15 EOD	Delivery/Out: 01/31/15 Sat 06:00 KM1
PG On-Site: MR. MIKE ESTRADA		Event: 02/01/15 Sun 09:00
PG Mobile: 480-773-4188	STRIKE: ANYTIME 2.2.15 OR AFTER	Pick-up/In: 02/02/15 Mon 17:00 KM1

Qty	Item	Description	Rate	Total
Drop (2) at Renaissance Loading Dock Drop (2) at Maryland & 94th Avenue				
*** ECOLOGY SERVICES ***				
4	7689	*BISHOP PREMIUM PORTABLE RESTROOM - EVENT	80.00	320.00
1		DELIVERY / PICKUP	150.00	150.00
1		ADMIN FEE	28.20	28.20

----- Payments -----
No Payment Made

We Accept Visa, MasterCard & American Express - All Orders Must be Paid in Advance of Delivery

- Please sign and email this Proposal back to us to confirm your order -



Signature
David Colson
Printed Name

2/24/15

Date
Logistics Section Chief Deputy
Title

Payment Policy: Pride Group requires a 50% deposit to secure services and equipment on all accounts. The balance is due prior to the delivery date unless otherwise stated. All late payments will be subject to a late fee and 18% APR on the balance. The undersigned individual acknowledges that he/she read, fully understands and agrees with the terms & conditions of this contract, including the reverse side, and will be personally responsible for all amounts due. These terms & conditions are considered agreed upon when Client makes any payment and/or receives any equipment or service from Pride Group. A restocking fee/loss rental charge will be applied for equipment canceled within 4 days of the delivery date: at 100% of the deposit amount, 75% if less than 8 days & 50% if less than 14 days. Power rates based on 8 hours of run time per day. Four hour minimums on all labor.

RATES & EQUIPMENT ONLY GUARANTEED IF CONFIRMED 21 DAYS PRIOR TO PROJECT DATE.
A \$250 Rush Fee is applied to projects confirmed with less than 7 days notice.

*We appreciate the opportunity,
Thank you!*

Rentals	320.00
Sales	28.20
Delivery/Other	150.00
Damage Waiver	0.00
Env. Charges	12.80
Sales Tax	38.07
Total Investment	549.07
Total Paid	0.00
Est Amount Due	549.07

ATTEST:

City Clerk

RIDE GROUP, LLC TERMS AND CONDITIONS

THIS AGREEMENT IS FOR THE RENTAL OF ALL ITEMS, EQUIPMENT AND/OR SERVICES SHOWN ON THE OTHER SIDE OF THIS PAGE, INCLUDING ALL PARTS OF, AND ACCESSORIES TO, SUCH ("EQUIPMENT").

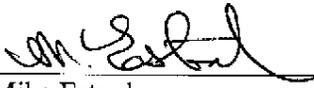
- RENTAL PERIOD:** Pride Group, LLC ("Lessor") hereby rents the Equipment to Client ("Lessee") for the period commencing when the equipment leaves Lessor's premises and ending upon its return to Lessor's premises, subject to charge for minimum rental period. Lessor may terminate rental at any time by written or verbal notice to Lessee and/or by retaking the Equipment. Unless otherwise specified, rental is for a one-day period. No allowance will be made for weekends, holidays, or time in transit nor for any period of time that Equipment may not be in actual use while in Lessee's possession. Billing cycles for equipment rental on a monthly basis is 28 days.
- EXCESS USAGE CHARGE:** Rental Rates are for normal and reasonable use of motorized Equipment not exceeding 8 hours per day, five days per week (one-shift basis). Excess usage rates are prorated: 2 shifts charged at 1½ times normal rate, 3 shifts charged at 2 times normal rates
- ADVANCE PAYMENT:** Lessee agrees to pay all sums owing for rentals in advance delivery.
- ACCEPTANCE OF TERMS & CONDITIONS:** By accepting delivery, using the equipment or service and/or making any form of payment, Lessee acknowledges that they agree to these terms & conditions, the rates, and any notes noted on the reverse side of this agreement. As well as, agree to pay for any and all Equipment and services provided.
- RECEIPT AND USE OF EQUIPMENT:** By accepting delivery, Lessee acknowledges receipt or will be deemed to acknowledge receipt upon delivery of the Equipment as of the earlier of time and date indicated on the reverse page of the Agreement or actual delivery and that the Equipment is in good working condition, order and repair. Lessee acknowledges that it has had an opportunity to personally inspect the Equipment and finds it suitable for its needs and in good condition. Lessee further acknowledges Lessee's responsibility to inspect the Equipment prior to its use and to notify Lessor of any defects that they have received the Equipment, all devices, and materials used to connect the Equipment to Lessee's towing motor vehicles in good working and secure condition. Lessee shall not abuse, harm, or improperly operate the Equipment, and shall possess and operate it in conformance with all applicable laws and regulations. Lessee shall be solely responsible for the operation of the Equipment and allow only a licensed and experienced operator to operate the Equipment in accordance with all Equipment specifications and customary safety practices.
- FAILURE OF EQUIPMENT:** Lessee agrees that in the event the Property fails for any reason, Lessee is responsible, at Lessee's own expense, for discontinuing its use, notifying Lessor and coordinating with the Lessor in transporting the Property to Lessor. Lessee acknowledges that under no circumstances is Lessee authorized by Lessor to incur any expenses on Lessor's account for the repair or replacement of Property.
- WEATHER-RELATED RISKS:** Lessee assumes all weather-related risks involved in holding an outdoor event. If the tenting should become unusable due to high wind, snow, rain, flooding, cold or heat, or any other weather-related or non-weather-related factor, Lessee shall remain liable to Lessor for payment of all fees associated therewith.
- FAILURE TO DELIVER:** Lessee releases and discharges Lessor from any and all liability to damages (including consequential and special damage) which might be caused by Lessor's failure or inability to deliver any Equipment by any specified date or time.
- UNDERGROUND FACILITIES:** Lessee agrees to have all underground facilities in the vicinity of the installation and setup of the Equipment clearly marked prior to the arrival of the Equipment. Lessee assumes full responsibility for any damage to any of Lessee's underground facilities. Lessee must contact Lessor at least seven (7) days prior to the arrival of the Equipment to identify any underground facilities.
- SUBLETTING AND LOCATION:** No item of leased Equipment shall be sublet, assigned, removed from the location at which Lessee represented it was intended to be used, or removed from the State of Lessor's premises, except by written consent of Lessor. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.
- INSURANCE COVERAGE:** Lessee is responsible for any and all damage to, theft of, loss of and/or loss of use of Equipment or vehicles at full replacement value. If Lessee chooses to secure their own insurance protection, Lessor requires that a certificate of insurance be given to Lessor specifying coverage for "Rental or Rented Equipment" with the per-item limit specified. Damage Waiver will be charged until a certificate of insurance is received and on all rental items with values exceeding the specified limit. "Commercial General Liability" with an occurrence limit of at least \$1 million must be included. Pride Group, LLC, its officers, directors, members, managers, employees, shareholders, and affiliates must be named as an additional insured and loss payee on all coverage's described above.
- DAMAGED EQUIPMENT; REASONABLE WEAR AND TEAR:** If the Equipment is returned in a damaged or excessively worn condition, Lessee shall pay Lessor the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until repairs have been completed. Lessor shall be under no obligation to commence repair work until Lessee has paid therefor. Reasonable wear and tear shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift (eight hours per day, five days per week) basis. The following shall not be deemed reasonable wear and tear: damage resulting from lack of lubrication or maintenance such as water and air pressures; damage resulting from any collision, overturning, or improper operation of the Equipment, including overloading or exceeding the rated capacity of the Equipment; damage in the nature of dents, bending, tearing, staining, and misalignment to the Equipment or any part thereof; and wear resulting from use in excess of a one-shift basis. Repairs to the Equipment shall be made to the reasonable satisfaction of Lessor and in a manner which will not adversely affect the operation or value of the Equipment, such as welding instead of replacing a part.
- DISCLAIMER OR WARRANTIES AND WAIVER OF DAMAGES:** Lessor makes no warranties, express or implied, as to the Equipment's merchantability or fitness for any particular purpose. Lessee's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to Lessor within 24 hours. Lessor shall not be responsible for any loss, damage, or injury to Lessee and Lessee's property, including lost profits, incidental, special or consequential damages, in any way connected with the operation of, use of, defect in, or failure of Equipment.
- BODILY INJURY/PROPERTY DAMAGE RESPONSIBILITY TO THIRD PARTIES FROM RENTED VEHICLE OPERATION:** Lessor does not provide, extend, or afford any insurance coverage to Lessee, authorized operator(s), or passengers. Lessee assumes full responsibility for any injuries by, damage to, destruction, or loss of property transported by or in the rented vehicle. If there is other valid and collectible automobile liability protection or insurance on any basis available to Lessee or any other person and such protection satisfies the financial responsibility laws, then no liability protection is afforded by Lessor. However, if Lessee is in compliance with the terms and conditions of this agreement and if Lessor is determined by law to provide liability protection, such liability protection shall be limited to the minimum financial responsibility limits of the state in which the vehicle is operated. Lessor's financial responsibility is expressly limited to those applicable provisions of the motor vehicle financial responsibility laws of the state in which the vehicle is operated.
- INDEMNITY AND HOLD HARMLESS:** Lessee, its officers, directors, members, managers, employees, shareholders, and affiliates shall indemnify and hold Lessor, its officers, directors, members, managers, employees, shareholders, and affiliates harmless from any claims, including third parties, for loss, injury and damage to their persons and property arising out of Lessee's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. Lessee shall furnish Lessor with a complete report of any accident involving Equipment, including names and addresses of all persons involved and all witnesses. Except as may be provided for under Damage Waiver if Lessee has agreed to pay for same, Lessee is liable for all damage or loss of the leased Equipment arising from any accident or act of any and every nature whatsoever, including particularly any damage caused by the failure of any device or material used in hitching the Equipment to a towing vehicle, regardless of whom furnished and regardless of who shall hitch the Equipment.
- DAMAGE WAIVER (WHICH IS NOT INSURANCE):** If Lessee accepts and pays for DAMAGE WAIVER, and provided Lessee takes reasonable precautions to protect Equipment, Lessor waives a

portion of Lessee's liability, but only to the extent of the following deductible amounts: the Lessee remains liable for all damage or loss in excess of the deductible amounts described below for damage to the leased Equipment. The Damage Waiver does not apply to the risks described in (B-K below) which remain the full responsibility of Lessee:

- Applicable deductible amounts:**
 - \$250 for damage of each piece of equipment with a fair market value less than \$5,000.
 - \$1,000 or 20% of the repair or replacement cost of each piece of equipment, whichever is higher, for damage to, or theft/mysterious disappearance of each piece of equipment with a fair market value of \$5,000 or greater.

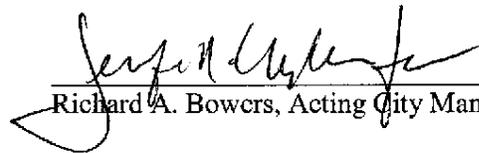
Example: Lessee rents a generator valued at \$10,000. The generator is damaged during the rental period. The cost to repair the damage is \$3,000. If the Lessee elected and paid for the Damage Waiver, Lessee shall pay only \$1,000 of the total repair bill (20% of damage). The first \$2,000 is waived by the Lessor. If the Lessee did not pay for the Damage Waiver, Lessee shall pay the full \$3,000 to repair the generator. If the generator is stolen and Lessee has the Damage Waiver, Lessor waives \$2,000 and Lessee is responsible for the remaining \$8,000 of the replacement cost. Without the Damage Waiver, Lessee is responsible for the full \$10,000 replacement cost.
- The Damage Waiver does not apply to theft, disappearance, or loss of accessories, such as electric cable, electric boxes, lights, welding cable, liquid fuel tanks, and other similar items.**
- Loss or damage resulting from overloading or exceeding the rated capacity of Equipment.**
- Loss or damage to motors, other electrical appliances, or devices caused by artificial electric current.**
- Damage to tires and tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of Equipment.**
- Loss or damage resulting from lack of lubrication or other normal servicing of Equipment.**
- Loss due to shortage disclosed on returned inventory.**
- Loss or damage caused by infidelity of Lessee, their employees, or persons to whom the Equipment is entrusted.**
- Use of the Equipment in violation of any terms of this agreement.**
- Failure to file police report.**
- Damage from using straight gas in diesel motors.**
- Failure to keep Equipment in a locked enclosure or guarded when not in use. If Lessee has insurance covering such loss or damage, Lessee shall exercise all rights available to him under said insurance, take all actions necessary to process said claim, and Lessee further agrees to assign said claim and any and all proceeds from such insurance to Lessor. Upon request of Lessor, Lessee shall furnish the name of his insurance agent, insurance Lessor, and complete information concerning insurance coverage carried. Lessor's waiver of claims against Lessee as herein set forth is contingent upon Lessee's prompt making of and submission to Lessor a copy of the police report where applicable.**
- TIRE REPAIR OR REPLACEMENT:** Lessee acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair.
- RETURN OF EQUIPMENT:** At the termination of this agreement, Lessee shall return all of the 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. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Lessor's regular business hours. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee, Lessee shall be responsible for all loss or damage to the Equipment from time of delivery to Lessee and until picked up by Lessor. Arizona Revised Statutes Title 13 Criminal Code 13-1806 Unlawful Failure to Return Rented or Leased Property - A. A person commits unlawful failure to return rented property if, without notice to and permission of the lessor of the property, the person knowingly fails without to return the good cause property within seventy-two hours after the time provided for return in the rental agreement. B. If the property is not leased on a periodic tenancy basis, the person who rents out the property shall include the following information, clearly written as part of the terms of the rental to return the agreement: 1. The date and time the property is required to be returned. 2. The maximum penalties if the property is not returned within seventy-two hours of the date and time listed in paragraph 1. C. If the property is leased on a periodic tenancy basis without a fixed expiration or return date the lessor shall include within the lease clear written notice that the lessee is required to return the property within seventy-two hours from the date and time of the failure to pay any periodic lease payment required by the lease. D. It is a defense to prosecution under this section that the defendant was physically incapacitated and unable to request or obtain permission of the lessor to return the property or that the property itself was in such a condition, through no fault of the defendant that it could not be returned to the lessor within such time. E. Unlawful failure to return rented or leased property if the property is a motor vehicle is a class 5 felony. In all other cases, unlawful failure to return rented or leased property is a class 1 misdemeanor
- HAZARDOUS MATERIALS:** Lessee represents and warrants that it shall return all Equipment, including any and all attachments, tools, and machinery leased from Lessor free of all regulated substances including, but not limited to, hazardous substances, hazardous materials, hazardous wastes, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules. Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, of whatsoever kind or nature, imposed on, incurred by, or served against Lessor in any way relating to Lessee's breach of the above warranty.
- RETAKE OF EQUIPMENT:** If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for the Lessor to retake the Equipment to protect it from loss or damage, Lessor and its agents may go upon Lessee's property and retake the Equipment, without notice and legal process, and Lessee waives all rights to a prior judicial hearing. Lessor and its agents may take all action reasonably necessary to retake the Equipment and Lessee waives for himself, agents, and employees all claims for damages and losses, physical and pecuniary, caused by retaking by the Lessor. Lessee agrees to pay all costs and expenses incurred by Lessor in retaking the Equipment.
- COMPLIANCE WITH LAW AND SAFETY REGULATIONS:** As Lessor has no control over the use of the Equipment by Lessee, Lessee agrees at its sole expense to comply with all laws and regulations, including Occupational Safety and Health Administration Act of 1970 (OSHA) and all other Federal, State, and Local laws, regulations, and ordinances, which may affect the Equipment while it is in the possession of Lessee. Lessee shall indemnify and hold Lessor harmless from any liability or expense, including attorney fees, resulting from any actual or asserted violations of such laws, regulations, and ordinances.
- LEGAL FEES AND VENUE:** Lessee shall pay Lessor's reasonable legal fees and court costs incurred in enforcing the terms and conditions hereof. Lessee agrees that this agreement is to be construed under the laws of the State of Arizona, and that if legal action is brought to enforce this agreement, that Maricopa County, Arizona, shall be the jurisdiction and legal venue for said action, unless otherwise agreed by Lessee and Lessor at a later time.
- TIME IS OF THE ESSENCE:** Lessee agrees that time is of the essence in this Agreement and that Lessee is charged for the time the Equipment is in Lessee's possession, not the amount of time the Equipment is used. Lessee's right of possession terminates on the expiration of the Return Date and retention by Lessee of possession after this time constitutes a material breach of Lessee's obligations under this Agreement.
- GUARANTEE:** Signer hereby personally and unconditionally guarantees punctual payment by Lessee as required by this Agreement.
- TAXES AND FEES:** Lessee shall reimburse Lessor for any additional fees, imposts charges, or taxes sought to be imposed against Lessor by any municipal or local subdivision relating to the use of the Equipment by Lessee or rental as provided herein.
- ENTIRE AGREEMENT:** This Agreement and the instruments to be delivered by the parties constitutes the full and entire agreement with respect to the subject matter thereof. It may not be amended except by a written agreement signed by both parties.

Pride Group, LLC

By: 
Mike Estrada

Date: 3/19/15

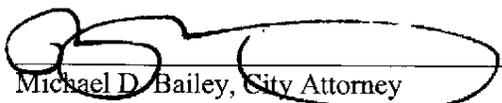
CITY OF GLENDALE, an Arizona
municipal corporation


Richard A. Bowers, Acting City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney