

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1573606

Vendor Name: Shipper's Sales and Service Inc,D/B/A E

Invoice Number: 11142

Invoice Date: 12/19/2024

PO Number: B0002123

Check Number: E0105372

Check Amount: \$ 2,550.00

Check Date: 01/28/2025

Voucher Number: V0865944

Document Type: AP Invoice

Document Below



EVENT EQUIPMENT
R E N T A L S

INVOICE # 11142

\$ 2,550.00	Account Balance: \$ 2,550.00	TERMS: Net 30
INVOICE DATE: Dec 19, 2024		

College Of DuPage
425 Fawell Blvd
Glen Ellyn, IL 60137
+1 630 942 2800

Contract # C-011142			Contract Start Date: 12/13/2024 08:00 AM		PO # BO2123
Item	Status	End Date	Rate	Qty	Fee
COD Tarp Installation	Returned	12/19/2024 02:31 PM	\$ 1,500.00	1	\$ 1,500.00
Delivery Charge	Sale	N/A	\$ 500.00	1	\$ 500.00
Pickup Charge	Sale	N/A	\$ 550.00	1	\$ 550.00
Damage Waiver Refused		N/A	\$ 0.00	1	\$ 0.00

COMPANY HOURS

Monday - Friday : 8:00 AM - 3:00 PM
Saturday - Sunday : Closed

Warehouse Closed for lunch 12:00PM-
12:45PM Monday through Friday

Deposit Amount	\$ 0.00
Rental Total	\$ 1,500.00
Grand Total	\$ 2,550.00
Amount Paid	\$ 0.00
Remaining Balance	\$ 2,550.00

Total Due	\$ 2,550.00
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(708) 352-0662
7515 Santa Fe Drive
Suite B
Hodgkins, IL 60525
36-2653753



EVENT EQUIPMENT
R E N T A L S

(708) 352-0662
7515 Santa Fe Drive
Suite B
Hodgkins, IL 60525
36-2653753

Contract # C-011142
PO # BO2123

COLLEGE OF DUPAGE
425 FAWELL BLVD
GLEN ELLYN, IL 60137
+1 630 942 2800

EVENT START 12/14/2024 12:00 AM
EVENT END 12/15/2024 12:00 AM

Rental Agent:

Debra Shipper

CONTRACT DATES:

Fri 12/13/2024 08:00 AM
through
Mon 12/16/2024 08:00 AM

STATUS:

Received

Event Address/Instructions	Delivery Address/Instructions	Pickup Address/Instructions
425 FAWELL BLVD GLEN ELLYN, IL 60137 Craft Show December 2024	425 FAWELL BLVD GLEN ELLYN, IL 60137 Del: Fri 12/13 Btw 330pm - 345pm. Full Tarp Installation. Julie Cell# 815/519-3319	425 FAWELL BLVD GLEN ELLYN, IL 60137 Pup: Sun 12/15 Btw 530pm - 6pm. Full Tarp Breakdown. Julie Cell# 815/519-3319

Returned 12/19/2024 02:31 PM	Rate	Qty	Total
COD Tarp Installation	\$ 1,500.00	1	\$ 1,500.00
Out: Fri 12/13/2024 08:00 AM - Returned: Thu 12/19/2024 02:31 PM			
Sale	Rate	Qty	Total
Delivery Charge (Sale)	\$ 500.00	1	\$ 500.00
Pickup Charge (Sale)	\$ 550.00	1	\$ 550.00
Damage Waiver	Rate	Qty	Total
Damage Waiver Refused	\$ 0.00	1	\$ 0.00
Damage Waiver Excludes:			

COMPANY HOURS
Monday - Friday : 8:00 AM - 3:00 PM
Saturday - Sunday : Closed

Warehouse Closed for lunch 12:00PM-12:45PM Monday through Friday

ADDITIONAL INFORMATION
Ordered By: Julie Ream
Onsite Contact: Julie Ream
Event Name: Craft Show December 2024
Onsite Contact Mobile#: 815/519-0244

CONTRACT TERMS
Eric Schultze
schultze399@cod.edu
Julie Ream
reamj449@cod.edu

Missing Equipment
By signing this contract you authorize Event Equipment Rentals & Sales to run credit provided to cover the cost of any lost or missing equipment on this contract. If equipment is located and returned within 14 days of the original contacted return date the replacement costs paid will be refunded in 7-10 business days. Customer is responsible for the cost of returning the equipment to Event Equipment Rentals.

By declining the damage waiver, I authorize Event Equipment Rentals to run the credit card provided for the cost of repair of any damage to equipment that is incurred. If no credit card provided payment due upon receipt of invoice total for balance.

I certify that I have read and agree to all terms of this contract.

Rental Total	\$	1,500.00
Sales Total	\$	1,050.00
Grand Total	\$	2,550.00
Amount Paid	\$	0.00
Amount Due	\$	2,550.00

SIGNATURE **DATE**

12/19/2024 04:07 PM

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Shipper's Sales & Service DBA Event Equipment Rentals (hereinafter, "EER," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Items" means the items rented to you, as identified on P.1 (including any "Instructions" referenced in Section [or "§"] 5 below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Site" means the address set forth on P.1 where the Item(s) will be delivered and/or used.
2. You agree to rent the Rented Item(s) from EER for the period(s) specified on P.1 (the "Term"), and to pay our stated Rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and assume all responsibility for loss and damage to such Item(s), until all Rented Item(s) is/are returned to *and accepted by* EER in the return condition required under this Contract (including § 13). Unless otherwise specifically agreed by EER, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. Additional amounts will be due for late returns, misuse and abuse. The Rent will not be reduced for weather events, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay EER: (i) any deposit specified on P.1 (or if not specified, 100% of the Estimated Rent) upon making your reservation with EER; (ii) the remainder of the Estimated Rent not later than 30 days prior to commencement of the Term (together with the deposit, the "Prepayment"); and (iii) any additional amounts coming due hereunder upon our demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to EER; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise agreed by EER. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.
3. Except with respect to Items EER rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), EER alone owns and will retain title to all Rented Items. You will have exclusive control over the Rented Item(s) during the Term, *subject however*, to your obligation to fully and timely honor and comply with this Contract at all times during the Term. You SHALL NOT: (a) grant, suffer or permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item; or (b) transfer, sublease, license, store, repair, surrender possession of, encumber or assign any Rented Item(s) or this Contract without EER's prior written consent (in our sole discretion). EER may sell and/or assign all or any part of its interests in the Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of EER.
4. You will ensure the Site is reasonably clean, safe, secure, flat, dry and otherwise fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, installation and/or retrieval), you will: (a) pay our stated charge(s) for the same; (b) be present (or ensure your representative is present) at the Site at the agreed time(s); and (c) ensure our representatives have full access to the Site at all times. EER will not be responsible for any delay(s) caused by other parties, including any providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless EER (including all waiting time). If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of EER's representatives regarding the same (including the status, location(s), condition and quantities of the Item(s) and the Site).
5. Upon your execution of this Contract (and upon any later delivery to or receipt by you of the Rented Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of such Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is complete and in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by EER; and: (b) you: (i) have received, read and understand all training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, any and all applicable Fire and Building Codes, EPA, OSHA, ANSI, ASME, IEEE, IBC, IFC, NFPA and SAIA Standards) pertaining to the Rented Item(s) (or any of them) (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all applicable safety equipment; (iv) will advise the appropriate Utilities Protection Service, mark all underground utilities and cables (See § 8), and timely obtain all applicable licenses, authorizations, permits and approvals as well as the consent of the owner(s) of the Site in advance of the Term; (v) will not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to any Rented Item; (vi) will immediately cease using any Rented Item that breaks down, malfunctions or proves defective (a "Malfunction"); (vii) will ensure that adequate and proper power, heating and lighting are provided to and for the benefit of all Rented Item(s) at all times; and (viii) will cause all others to fully and timely comply with this Contract at all times.
6. In the event of a Malfunction (as defined in § 5), you will immediately cease using and evacuate the Malfunctioning Item and notify us. Provided the Malfunction did not result from the wrongful or negligent act or omission, or any breach of this Contract, by you or any person(s) you permit to use, occupy or otherwise deal with any one or more of the Item(s), we will, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable replacement; or (c) with respect solely to such Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligations regarding Malfunctions, all of which you waive, together with all associated direct, indirect, incidental, consequential, general, special, exemplary and punitive damages.
7. AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT: (a) each Rented Item is used safely and *only*: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; and (iv) otherwise in full compliance with this Contract (including §§ 5 through 10); and (b) ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES. You will not, nor will you permit anyone else to: (A) abuse, misuse, overuse, move, remove from the Site, reposition, conceal, repair, modify, damage or destroy any Rented Item(s); (B) expose any Rented Item(s) to any harmful or hazardous substances or circumstances; (C) violate any applicable law, rule, regulation, policy of insurance or warranty; or (D) take possession of or exercise control over any Rented Item(s) without the prior written consent of EER (granted, conditioned or withheld in our sole and absolute discretion).
8. You agree to maintain all INSURANCE we may require in connection herewith, including commercial general and host liquor ("dram-shop") liability insurance, each with minimum limits of \$1,000,000 per occurrence, and property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof: (a) naming EER as an additional insured and loss payee; (b) waiving subrogation against us; (c) being primary and noncontributory; and (d) including a severability of interest clause and such other provisions (including deductibles) as we may require. You irrevocably appoint MER as your agent and attorney-in-fact for purposes of submitting and negotiating claims and payments on all such policies.

9. WARNING: STAGES AND FLOORS ("TEMPORARY STRUCTURES"), AND ITEMS USED FOR COOKING AND/OR HEATING CAN BE DANGEROUS AND MAY MOVE, SHIFT, TIP, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER (e.g ., heavy rain, snow, sleet, hail and winds over 25 mph). You agree to: (a) conspicuously post an OSHA-compliant EVACUATION PLAN on or near each Temporary Structure; and (b) if hazardous weather occurs or threatens: (i) DISCONTINUE USING AND EVACUATE such Item(s); (ii) notify us of the same as soon as possible; (iii) take all necessary steps to: (A) ensure the safety of all occupants and their property; and (B) protect all Rented Items; and (iv) PERMIT US IN OUR SOLE DISCRETION, TO POSTPONE DELIVERY AND/OR INSTALLATION OF, AND/OR DISMANTLE, STORE AND/OR RETRIEVE ANY OR ALL OF SUCH ITEM(S) (without obligating us to do so).

10. EER IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER MER NOR ANY TPO, MAKES ANY WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AND ANY AND ALL WARRANTY(IES) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF MER AND/OR ANY TPO, NOR DOES MER OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS MADE OR ACCEPTED BY MER OR ANY TPO CONSTITUTE REPRESENTATIONS OR WARRANTIES BY MER OR ANY SUCH TPO.

11. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THIS CONTRACT AND/OR THE ITEM(S) AND/OR SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, EER, EACH TPO, and their respective owners, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against: (i) all such RISKS; and (ii) any breach of this Contract by you, your agents and/or employees; and except only as specifically provided in § 6; (C) WAIVE all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

12. You agree to: (a) protect all Rented Item(s) at all times; (b) keep them safely and securely stored out of the elements and locked when not in use; and (c) return them to EER on time at the end of the Term, rinsed clean, complete, undamaged, free of burns, stains, dirt and debris, and otherwise in good order, condition and repair. If you fail to comply with this § 13, then in addition to the amounts set forth on P.1 and/or elsewhere in this Contract, you agree to pay us: (i) Rent for each succeeding full rental period until all Rented Item(s) are returned or replaced as required herein; and (ii) all costs and expenses we incur in connection with such failure, including cleaning, servicing, repairing and/or replacing the subject Rented Item(s) (at full new replacement cost). Certain Item(s) may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return to us, you will ensure that all Rented Items are properly Packed and free of mold, mildew and discoloration. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD, MILDEW AND/OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.

13. Your duties hereunder are *unconditional*. If you: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder; (b) provide any incorrect or misleading information to EER; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged (unless covered by DW as provided in § 15), you will be in default under this Contract, whereupon, we may, with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock, restrict access to, disassemble and/or disable any Rented Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injury(ies) and/or damage(s) (for which you agree to indemnify, defend and hold harmless EER, its employees, agents and contractors); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you our associated direct and indirect damages, losses, costs and expenses (including Rent for the remainder of the Term, interest, attorneys' fees and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

14. If and *only if*, we have offered, and you have elected to purchase the *OPTIONAL DAMAGE WAIVER ("DW")* (set forth on P.1 IF AVAILABLE) and paid the non-refundable DW Fee referenced therein prior to commencement of the Term , your liability to EER for physical damage to the Item(s) covered by DW will be limited as set forth in our form of Damage Waiver Guide and Addendum, a copy of which you acknowledge receiving and carefully reviewing. DW IS OPTIONAL and may be declined if you provide the property damage insurance referenced in § 9. DW IS NOT INSURANCE, NOR IS IT A WARRANTY.

15. This Contract, together with any addenda we provide (Damage Waiver Guide and Rental Policies), each of which is incorporated herein, represent(s) the entire agreement between you and EER, superseding all other agreements and representations, including without limitation our website and advertising. The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot be further amended or extended except in a writing signed by EER. If any legal action is commenced in connection with this Contract and/or the subject matter hereof, EER will be entitled to recover its associated costs and expenses (including its attorneys' fees and expenses) from you if EER prevails. You acknowledge that: (a) this Contract: (i) is fair and reasonable; (ii) shall be enforceable only by you, Shipper's Sales & Service, Inc., the other Indemnitees, and their respective permitted successors and assigns; and (b) shall be governed by and interpreted under the laws of (and proper venue for all civil legal proceedings commenced in connection with this Contract shall lie solely in the federal, state and local courts located in or nearest to) the state and county in which the EER facility from which you obtained the Item(s) is located (unless waived by EER). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any addenda will be deemed originals.

16. Time is of the essence. We may, without notice or liability to you, monitor and/or inspect any Item(s) at any time. If any performance

required of us is impaired as a result of any act or omission of/by you, your agents or employees, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. You grant to EER and each TPO a perpetual, paid-up, royalty-free license to edit, distribute, display and copy all audio and visual representations which include any of the Item(s). All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to us under this Contract. These Terms and Conditions apply to all Item(s) identified on P.1, and to *all other Items* you obtain from EER at any time (except only as we otherwise agree in writing). You agree to pay all taxes (including sales, use, equipment, inventory, bulk transfer, value added, and other taxes), fines, fees, tolls, duties, assessments and other charges related to each Item and/or the transactions referenced in this Contract. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You authorize us to submit all amounts coming due under this Contract to any debit or credit card(s) you provide.

17. **WARNING:** Wrongfully obtaining property of another (e.g., by threat or deception, or without the consent of the owner), and/or failure to timely return rented property, may be deemed THEFT, resulting in CIVIL LIABILITY and/or CRIMINAL PROSECUTION. In Illinois, see 720 ILCS 5/16-1, 16-3 and 17;