

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

SECTION 1. That the contract with Party Never Ends Rental, LLC, situated at Florence, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary for the rental of tents and chairs as stated in the attached proposal, for the Veterans Day Ceremony at Veterans Park, Florence, Alabama, in the total contract amount not to exceed \$2,170.00 and in accordance with the negotiated terms and conditions, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Party Never Ends Rental, LLC, is duly licensed by the City of Florence and is qualified, responsible, and competent to perform such work.

SECTION 3. That the contract for such work be awarded to Party Never Ends Rental, LLC, and that the proper officials of the City execute the contract for such work in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2024.

CITY COUNCIL

APPROVED this the _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2024.

CITY CLERK-TREASURER

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }{

CONTRACT

THIS CONTRACT, made and entered into in duplicate, by and between the City of Florence, Alabama, a municipal corporation, party of the first part, to and with Party Never Ends Rental, LLC, a limited liability company, party of the second part.

WITNESSETH:

That for and in consideration of the mutual agreement of the parties, they do consent as follows, to-wit:

I

First party has heretofore accepted the proposal from the second party to provide labor, equipment, materials, and incidentals necessary for the rental of tents and chairs as stated in the attached proposal, for the Veterans Day Ceremony at Veterans Park, Florence, Alabama, and all in accordance with the negotiated terms and conditions.

And first party has heretofore, in pursuance of law, negotiated with the second party to perform the work. This is a lump sum price agreement in the total contract amount not to exceed \$2,170.00 (two thousand one hundred seventy dollars) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. All of the work shall be performed in accordance with the negotiated terms and conditions and the work shall be performed at a time agreed upon by both parties.

II

First party employs second party to supply the labor, equipment, materials and incidentals necessary to perform the work as negotiated, all in accordance with the requirements of the City of Florence, which said requirements and all conditions set out in the negotiations are hereby referred to and adopted and made a part of this contract.

Second party shall warrant from any defect in workmanship and materials for a period of one (1) year unless otherwise stated in the attached proposal. This warranty shall exclude any normal wear and tear that may occur due to lack of maintenance or adjustment.

III

Second party, for the same consideration, accepts the said agreement on the terms herein specified and subject to the following conditions, to-wit:

IV

This is a lump sum price agreement in the total contract amount not to exceed \$2,170.00 (two thousand one hundred seventy dollars) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. Additional work to be done or materials to be furnished, which in the opinion of the first party represents a significant quantity, shall be authorized by change order agreement with the second party.

V

The second party must maintain adequate insurance as follows: workman's compensation meeting State of Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general aggregate; Employers liability \$500,000.00 each accident; disease – each employee \$5,000.00. The City of Florence shall be named as additional insured to the contractor's liability insurance policy.

VI

The second party warrants that it is properly qualified to perform this contract in accordance with all applicable laws of the City of Florence, the State of Alabama and the United States.

The second party shall (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) during the performance of this contract, participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations; and (4) require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit before a notary public that the establishing that the subcontractor is enrolled in the E-Verify program.

VII

The first party shall make partial payments to the second party on or before the 15th day after receiving a duly certified and approved estimate of work performed during the proceeding calendar month by the second party, less 5% (five percent) of the total amount of the first 50% (fifty percent) of the total project which is to be strictly in accordance with this agreement, and until such work has been accepted by the first party.

Final payment on account of this agreement shall be made within 15 (fifteen) days after final acceptance by the first party.

VIII

Each and every provision of law and cause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted herein and if correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

IX

Second party agrees to indemnify and save harmless first party from any claim, action or cause of action for damages, both property and personal, including death, which may arise from and during operations be by it or anyone directly or indirectly employed by it.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the second party is an independent contractor and not an employee, agent or representative of the first party. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

Executed at Florence, Alabama, this _____ day of _____, 2024.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____

Mayor

ATTEST:

FIRST PARTY

PARTY NEVER ENDS RENTAL, LLC,
a limited liability company

BY: _____

ITS: _____

ATTEST:

SECOND PARTY

Andrew Jones

From: Party Never Ends <quickbooks@notification.intuit.com>
Sent: Thursday, October 17, 2024 3:50 PM
To: Elizabeth Henley
Cc: Andrew Jones
Subject: Estimate 1005 from Party Never Ends
Attachments: PNE Rental Agreement 2023 (1).pdf

Caution: This is an external email from outside of the City of Florence Organization. Please take care when interacting with this email. If you are in doubt please contact the IT Department.

Dear City of Florence,

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you.

Have a great day!
Party Never Ends

----- Estimate -----

4148 Helton Drive
Florence, AL 35630 USA
+12567671313

Estimate #: 1005
Date: 10/07/2024
Exp. Date: \$2,170.00

Address:

City of Florence
301 Veterans Park Drive
Florence, Al 35630
Elizabeth Henley is contact-256-760-6408

Date	Service	Description	Qty	Rate	Amount
10/07/2024	Tents:20x2	Price may change if we can't use stakes	1	400.00	400.00T
10/07/2024	Tents:20x2	Price may change if we can't use stakes	1	400.00	400.00T
10/07/2024	Chairs:Pla	Set up 75 in each tent in rows	190	2.00	380.00T

10/07/2024	Delivery	&Labor services to set up & break down chairs	2	190.00	380.00T
11/08/2024	Delivery	&Del to Veterans Park 301 Veterans Park Dr Florence, Al 35630	2	100.00	200.00T
11/08/2024	Delivery	&Price may be added if we deliver or pick up after hours	2	150.00	300.00T
11/08/2024	DWC	Non-Refundable	1	110.00	110.00T

SubTotal:	\$2,170.00
Tax:	\$0.00

Total:	\$2,170.00

Party Never Ends

4148 Helton Drive
Florence, AL 35630 USA
book@pnerentals.com

INVOICE

BILL TO
City of Florence
301 Veterans Park Drive
Florence, AL 35630
Elizabeth Henley is contact-256-760-6408

INVOICE 1034
DATE 10/08/2024
TERMS Net 30
DUE DATE 11/07/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	20x20 Tent	Price may change if we can't use stakes	1	400.00	400.00T
	20x20 Tent	Price may change if we can't use stakes	1	400.00	400.00T
	Plastic Folding Chair	Set up 75 in each tent in rows	190	2.00	380.00T
	Delivery & Pickup Labor	Labor services to set up & break down chairs	2	190.00	380.00
		Tax exempt- 63-6001261			
11/08/2024	Delivery & Pickup Labor	Del to Veterans Park 301 Veterans Park Dr Florence, AL 35630	2	100.00	200.00
11/08/2024	Delivery & Pickup Labor	Price may be added if we deliver or pick up after hours	2	150.00	300.00
11/08/2024	DWC	Non-Refundable	1	110.00	110.00

SUBTOTAL 2,170.00

TAX 0.00

TOTAL 2,170.00

BALANCE DUE **\$2,170.00**