## **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 Memorial Day Ceremony at Veterans Park, Florence, Alabama, in the total contract amount not to exceed \$2,132.10 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.

Α	DOPTED this the	_ day of _		, 2025.
		_		
		_		
	`			
		<del>17</del>		
		_		
			CITY COUNCIL	
	APPROVED this t	ne	day of	, 2025.
			MAYOR	
ADOPT	ED & APPROVED this t	he	_ day of	, 2025.

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:

1

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 Memorial 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 \$2,132.10 (two thousand one hundred thirty-two dollars and ten cents) 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:

This is a lump sum price agreement in the total contract amount not to exceed \$2,132.10 (two thousand one hundred thirty-two dollars and ten cents) 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.

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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 15<sup>th</sup> 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 were the application of either party the contract shall forthwith be physically

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.

signatory i	nereto.  The second party shall secure and pay for all required licenses and				
permits.	Executed at Florence, Alabama, this day of, 2025				
	CITY OF FLORENCE, ALABAMA a municipal corporation				
	BY:				
ATTEST:	Mayor				
	FIRST PARTY				
	PARTY NEVER ENDS RENTAL, LLC, a limited liability company				
	BY:				
ATTEST:	ITS:				
-					

**SECOND PARTY** 

# INVOICE

Party Never Ends 4148 Helton Drive Florence, AL 35630 book@pnerentals.com +1 (256) 767-1313



Bill to

Elizabeth Henley City of Florence Ship to Elizabeth Henley City of Florence

## Invoice details

Invoice no.: 1217 Terms: Net 30

Invoice date: 03/13/2025 Due date: 04/12/2025

#	Product or service	Description	Qty	Rate	Amount
1.	20x20 Tent		1	\$400.00	\$400.00
2.	Tents 20x40 Tent		1	\$400.00	\$400.00
3.	Plastic Folding Chair	Set up 75 under each tent	190	\$2.00	\$380.00
4.	Delivery & Pickup Labor	Labor Service includes: any added or extra labor during setup or breakdown of event.	2	\$200.00	\$400.00
5.	Delivery & Pickup Labor	Delivery to Veteran s Park	2	\$150.00	\$300.00
6.	DWC	Non-Refundable	. 1	\$140.00	\$140.00
			Subtotal		\$2,020.00
	Ways to pay		Sales tax		\$112.10
	dPay VISA Decrees Permit Ventile		w. t. f		<b>40.400.45</b>
			Total		\$2,132.10

## Note to customer

City Of Florence Veterans Day Program Exact Day/Time Weather Depending Nov 9 2025

View and pay