

Bi-Monthly Town of Keene Board Meeting
February 27th, 2024
5:30 P.M. Town Hall
Meeting # 5-24
Resolutions # 94-105

Board Members Present: Joe Pete Wilson Supervisor, Teresa Cheetham-Palen, Robert Biesemeyer, Christopher Daly, Ann Hough Council Members

Absent:

Town Officials Present: Reginald Whitney Highway Superintendent, Savana Li Water Superintendent, Ann Whitney Town Clerk

Town Counsel Present: None

Members of the Public: Keith Hall

Call to Meeting to Order at 5:30 by Joe Pete Wilson

Pledge of Allegiance

Approval of Minutes:

February 13th, 2024 Regular Board Meeting

RESOLUTION TO APPROVE THE FEBRUARY 13TH, 2024 MONTHLY MEETING

RESOLUTION NUMBER: 94-2024

INTRODUCED BY: TERESA CHEETHAM-PALEN WHO MOVED FOR ITS ADOPTION SECONDED BY CHRISTOPHER DALY

RESOLVED that the Town Board of Keene has approved the Regular Board Meeting Minutes on February 13th, 2024

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Teresa Cheetham-Palen, Joe Pete Wilson

NAYS: None

Privilege of the Floor:

Town Discussion of Old Business:

- **Water District Updates**

Ms. Li has a proposal for summer help. She is potential looking for someone from May 1st- October 1st. She would like the Board to think about this and next meeting make a decision.

Ms. Li then presented the need for a 10x12 shed. She has an estimate for \$3,397.50. Building and Grounds currently stores some of the water supplies and that storage shed is no longer available.

Mr. Biesemeyer said we could get a cheaper one from the Amish.

Mr. Biesemeyer and Ms. Li will meet tomorrow, Wednesday February 28th to price sheds.

RESOLUTION TO APPROVE THE PURCHASE OF A 10x12 STORAGE SHED FOR THE WATER DEPARTMENT UP TO \$3,397.50

RESOLUTION NUMBER: 95-2024

INTRODUCED BY: TERESA CHEETHAM-PALEN WHO MOVED FOR ITS ADOPTION SECONDED BY JOE PETE WILSON

RESOLVED that the Town Board of Keene has approved the purchase of a storage shed for the Water Department spending no more than \$3,397.50.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Teresa Cheetham-Palen, Joe Pete Wilson

NAYS: None

Quote Attached

Ms. Li presented the anticipated water list. As request the structure of the list was changed, they are grouped by category. The rates are posted on the website, the list will not be due to the layout and changes. Anyone wanting to see it are to contact Savana to avoid any confusion.

RESOLUTION TO APPROVE THE ANTICIPATED WATER LIST

RESOLUTION NUMBER: 96-2024

INTRODUCED BY: TERESA CHEETHAM-PALEN WHO MOVED FOR ITS ADOPTION SECONDED BY CHRISTOPHER DALY

RESOLVED that the Town Board of Keene has approved the anticipated water list.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Teresa Cheetham-Palen, Joe Pete Wilson

NAYS: None

- **Annual Audit of the Books**

Mr. Wilson said that the worksheets have been handed out and wanted feedback on how it was going. Some towns hire to have this done.

Ms. Cheetham-Palen said she has only done Town Clerk and Tax Collectors and it went very well.

Mr. Daly feels these check lists are extensive. These audits are required to make sure there are no problems. He does not think any of us could find insufficiencies.

Mr. Wilson thinks we need to decide if we want to hire an accountant to this yearly.

Mr. Biesemeyer said we should ask at the county see who they might recommend.

Ms. Cheetham-Palen said we can probably get through this year considering we just went through the audit.

- **Policy Update on Training Costs**

Mr. Wilson emailed the Employee Handbook to all Board Members with the changes in red. Changes in it are mandated by the state like the harassment policy, marijuana, breast-feeding, and grievance policy. Other changes are ones we voted on, Transfer Station holiday schedule, Boot Policy, Insurance Policy, it is stuff we have all voted on. Joe Pete wants to see about adding the training policy which reads as follows;

The town may pay for certifications and/or licensing costs for town employees. Eligibility is based on the needs of the town and duties of the specific job. Each case must be approved by the department head and the town board in advance of enrolling in any program. The town will then pay for the certification program and/or licensing process. The employee must agree to a three year, prorated payback of these costs. The employee must pay back the remaining portion of the costs the town incurred if the employee leaves employment at the town during these three years.

Ms. Cheetham-Palen asked to have training changed to certification or licensing.

**RESOLUTION TO APPROVE THIS POLICY AND UPDATES TO THE
EMPLOYEE HANDBOOK**

RESOLUTION NUMBER: 97-2024

**INTRODUCED BY: CHRISTOPHER DALY WHO MOVED FOR ITS
ADOPTION SECONDED BY ANN HOUGH**

RESOLVED that the Town Board of Keene has approved the policy to be added for certification and/or licensing and the Employee Handbook to be updated.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Teresa Cheetham-Palen, Joe Pete Wilson

NAYS: None

- **Establish CEF Committee and Set Application Date**

Mr. Wilson said at our last meeting we approved the Community Enhancement Policy and now we need to pick a committee. We also have the first application date of February 1st, we need to move that because we are starting this process late. Board decided on April 1st to have applications due and May 1st they will be awarded.

Ms. Hough offered to be on the committee and Mr. Biesemeyer stepped forward to do this as well.

Mr. Wilson said we need a couple community members.

- **Community Day Tent Rental**

**RESOLUTION TO APPROVE THE RENTAL ITEMS FOR
COMMUNITY DAY**

RESOLUTION NUMBER: 98-2024

**INTRODUCED BY: ROBERT BIESEMEYER WHO MOVED FOR
ITS ADOPTION SECONDED BY CHRISTOPHER DALY**

RESOLVED that the Town Board of Keene has approved the rental of a tent, table, chairs, bouncy house, and dump tank for Community Day, approximately \$3,200.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Teresa Cheetham-Palen, Joe Pete Wilson

NAYS: None

Quote attached

- **Community Center Playground Update**

Mr. Wilson said the playground is scheduled for delivery the end of April. He and Roger had been down to plan disassembly of everything. Joe Pete asked if we were keeping the rings?

Ms. Hough said yes we are keeping them.

Mr. Wilson asked if it was ok to move it up a little, it will give more room on the sledding hill.

Everyone thought yes-good idea.

New Business:

- **Highway Garage Furnace Repair/Replacement**

Mr. Wilson said we received an update from Nick and the repair is approximately \$10,000. How much do we want to put into this furnace?

Mr. Biesemeyer said it is very sufficient. He does not think it is a bad idea to repair it. It is a good workhorse.

Ms. Hough asked is this a necessary repair?

Mr. Whitney said yes.

Ms. Cheetham-Palen added that she does not want to give up on geothermal.

Mr. Daly agrees to replace the part and move forward with the repairs.

**RESOLUTION TO APPROVE THE REPAIRS TO THE
HIGHWAY FURNACE**

RESOLUTION NUMBER: 99-2024

**INTRODUCED BY: ROBERT BIESEMEYER WHO MOVED FOR
ITS ADOPTION SECONDED BY CHRISTOPHER DALY**

RESOLVED that the Town Board of Keene has approved the repairs to the Highway Garage furnace, NJP to make the repairs estimated at \$10,000.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Teresa Cheetham-Palen, Joe Pete Wilson

NAYS: None

• **Cell Phone for Highway Deputy/On Call Person**

Mr. Wilson said Reggie is trying to work on communication for him, or his deputy when he is unavailable. Having one phone number that will always be the same will make things easier for everyone.

**RESOLUTION APPROVING A CONTRACT FOR A CELL
PHONE FOR THE HIGHWAY DEPARTMENT**

RESOLUTION NUMBER: 100-2024

**INTRODUCED BY: ROBERT BIESEMEYER WHO MOVED
FOR ITS ADOPTION SECONDED BY CHRISTOPHER DALY**

RESOLVED that the Town Board of Keene has approved to set up a contract for a cell phone for the Highway Department.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Teresa Cheetham-Palen, Joe Pete Wilson

NAYS: None

Town Clerk Report

Ms. Whitney will have her reports for the March 12th meeting. She is meeting with our attorney on March 7th to contact the Cemetery Association to wrap up the selling of the plots. In addition, March 1st bills will go out to those who have not yet paid their property taxes.

Ongoing Local Law Process:

- **Schedule Public Hearing for STR Local Law**

Postponed

Executive Session:

RESOLUTION TO ENTER EXECUTIVE SESSION FOR PERSONNEL /RETIREMENT ISSUE

RESOLUTION NUMBER: 101-2024

**INTRODUCED BY: CHRISTOPHER DALY WHO MOVED FOR ITS
ADOPTION SECONDED BY TERESA CHEETHAM-PALEN**

RESOLVED that the Town Board of Keene entered into Executive Session at
6:29 P.M. for personnel issues,

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Joe Pete Wilson,
Teresa Cheetham-Palen

NAYS: None

RESOLUTION TO COME OUT OF EXECUTIVE SESSION

RESOLUTION NUMBER: 102-2024

**INTRODUCED BY: TERESA CHEETHAM-PALEN WHO MOVED FOR
ITS ADOPTION SECONDED BY ROBERT BIESEMEYER**

RESOLVED that the Town Board of Keene return from Executive Session at 6:35
P.M.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Joe Pete Wilson,
Teresa Cheetham-Palen

NAYS: None

Budget Resolutions:

- **Resolution to amend the 2023 budget**
- **Resolution to transfer funds**

Audit Bills:

RESOLUTION TO PAY THE ONLINE BILLS

RESOLUTION NUMBER: 103-2024

**INTRODUCED BY ROBERT BIESEMEYER WHO MOVED FOR ITS
ADOPTION SECONDED BY ANN HOUGH**

RESOLVED that the Town Board pay the online bills.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Ann Hough, Christopher Daly, Joe Pete Wilson, Teresa
Cheetham-Palen

NAYS: None

RESOLUTION TO AUDIT THE VOUCHERS THROUGH

RESOLUTION NUMBER: 104-2024

**INTRODUCED BY CHRISTOPHER DALY WHO MOVED FOR ITS
ADOPTION SECONDED BY ANN HOUGH**

RESOLVED that the Town Board approve the following bills and prepaid bills.

Multi-Fund Vouchers numbered 131-2024 through 165-2024 totaling \$59,033.84
as follows:

General Fund Bills \$28,175.72

Highway Fund Bills \$18,307.92

Water District #1 \$2,793.37

Water District #2 \$8,664.86

Public Library Fund \$1,091.97

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Teresa Cheetham-Palen, Christopher Daly, Ann
Hough, Joe Pete Wilson

NAYS: None

Adjourn:

RESOLUTION TO ADJOURN

RESOLUTION NUMBER: 105-2024

**INTRODUCED BY: ROBERT BIESEMEYER WHO MOVED FOR ITS
ADOPTION SECONDED BY CHRISTOPHER DALY**

RESOLVED that the Town Board of Keene has completed all business and
hereby adjourns the Bi-Monthly Meeting at 6:36 P.M.

Duly adopted this 27th day of February 2024 by the following vote:

AYES: Robert Biesemeyer, Christopher Daly, Ann Hough, Joe Pete Wilson,
Teresa Cheetham-Palen

NAYS: None

Ann Whitney
Town Clerk
Town of Keene

Prepared by: Debbie Guennel : 02/26/2024 08:25am (CST)

Backyard Outfitters
Cust. Service: (615) 807-1386
www.backyardoutfittersusa.com



Maicus Building Supplies, LLC
249 Buck Hill Rd.
AuSable Forks, NY 12912
518-647-5343

Purchase Type: **ON LOT NEW**
Building Type: **Utility**
Size: **10X12**
Reference #: **1690107**

Date: **02/26/2024**
Salesman: **Debbie Guennel**

Inventory #UT-69881-1012-040323-c

*Revisions on Custom Orders subject to fee, see below for details

All Sizes Nominal *12' wide measured eave to eave* *7' & 8' Tall Walls Measured on Outside*

NOTES/COMMENTS

Customer Name

(Name must match ID) **Savana Li Town of Keene Water Department**

Delivery Address: **11133 Route 9N**
(City) **Keene (State)NY (Zip)12942**
(County) **Essex**

Primary Phone: **(518) 521-5113**

Cell Phone:

Mailing Address: **PO Box 89**
City: **Keene**
State: **NY**
ZIP: **12942**
Work Phone:
Email: **townofkeenewater@gmail.com**

Cash Sale

*Checks payable to:

*Backyard Outfitters Enterprises, LLC**

	Amount
Sales Price	\$3,775.00
Option Cost	\$0.00
Subtotal	\$3,775.00
Discount	\$377.50
Total (Pre-Tax)	\$3,397.50
Tax	\$0.00
Total Cost	\$3,397.50

Free setup includes leveling the building to the specifications on our blocking diagram (customer may request a copy from dealer) starting with the high corner at ground level. Buildings may then be leveled to a maximum of 2 feet at the highest corner. If leveling requires one (1) foot or less, pressure treated wood may be used. Otherwise, customer may supply concrete blocks which are placed on top of the ground, or our delivery drivers can supply concrete blocks for a fee (check with driver or dealer for prices). In very rare cases, underground footers may be required by local building codes. BYO does not offer digging or footer services, and these services are not included in free setup. Free delivery covers one trip up to thirty (30) miles one way. Trips over 30 miles are subject to a \$2.00/mile (8ft and 10ft wide) or \$3.50 /mile (12ft & 14ft wide) or \$4.50/mile (16ft wide) charge one way. Customer will be responsible to pay the delivery driver for any additional mileage charge as well as the cost of any additional trips to setup or level the building. Any balance due is due on delivery. A non-refundable fee will be charged on cancellations or revisions of custom orders as follows: 10% on cash sales of 8ft, 10ft, & 12ft wide buildings, 20% on cash sales of 14ft & 16ft wide buildings; or, on rent to own sales the security deposit plus first month's rent. If the building is on the sales lot, it should usually be delivered within the next 5-10 weekdays, weather permitting. If it is a special order you will need to check with your dealer to get an estimate on the current lead time. If you have not heard from you driver at the end of the expected time frame, feel free to call them. If you do not receive a return call from the delivery person within 24 hours, please call our office.

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

Backyard Outfitters Enterprises, LLC - ORDER SHEET

Please send along with work order and terms and conditions - Order Number: 1690107

Sales Lot Maicus Building Supplies, LLC **Date** 02/26/2024
Customer Name Savana Li **Bldg Type/Size** Utility 10X12

Customer Name: Savana Li Town of Keene Water Department
Delivery Address: 11133 Route 9N
Delivery Address: 11133 Route 9N
(City) Keene (State) NY (Zip) 12942
(County) Essex
Primary Phone: (518) 521-5113
Cell Phone: _____
Work Phone: _____

Delivery Directions/Instructions:

QUOTE 02/26/2024

Customer Signature: _____

Customer agrees that the above information is accurate; changes will be subject to fee.

Prepared by: Debbie Guennel : 02/26/2024 08:25am (CST)

Backyard Outfitters Enterprises, LLC - Additional Terms, Conditions, and Warranties

Please send along with work order and delivery sheet - Order Number: 1690107

Sales Lot	Maicus Building Supplies, LLC	Date	02/26/2024
Customer Name	Savana Li	Bldg Type/Size	Utility 10X12

Additional Terms, Conditions and Warranties

- 1. SALE IS NOT FINAL.** This Agreement is subject to approval and execution by the corporate office of Backyard Outfitters Enterprises, LLC ("Backyard Outfitters"). Backyard Outfitters has the right to refuse any sale up until the time when the building is set up at customer's location. Backyard Outfitters shall have the right to correct any errors in this Agreement concerning pricing or taxes.
- 2. LIMITED WARRANTY.** Customer will receive a limited five-year warranty. The details of this warranty can be found online at www.backyardoutfittersusa.com. Customer acknowledges that Customer has been provided a copy of this warranty or have had adequate time to review this warranty online. Discounted Buildings do not carry a warranty on cosmetic issues.
- 3. DELIVERY AND SETUP.** Backyard Outfitters strives to deliver all buildings in a timely manner consistent with our customers' expectations; however, Backyard Outfitters does not guarantee dates or times of delivery. Customer expressly understands that inclement weather, vehicle problems, difficulties at other delivery locations, and/or other unforeseen circumstances can affect the date and time of delivery. Backyard Outfitters is not responsible for any of Customer's lost work time associated with any delays or rescheduled deliveries. Customer represents that the delivery location will be accessible by a truck and trailer. It is the Customer's responsibility to decide if ground conditions are unsuitable or too wet for delivery. Customer is responsible for informing the delivery driver of any utility hazards or any other relevant matter prior to commencement of setup.
- 4. LIMITATIONS.** Backyard Outfitters is not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Please contact your local building inspector and/or homeowner's association for information on requirements and restrictions. Customer shall be solely responsible for and shall obtain any necessary permits PRIOR TO installation. Customer agrees to indemnify and hold harmless Backyard Outfitters and its independent contractor delivery drivers for any yard damage done during installations and/or any violation of any government ordinance or code resulting from the installation of any Backyard Outfitters product at Customer's location. Customer releases Backyard Outfitters and its independent contractor delivery drivers from any claims for punitive, indirect, incidental, special, or consequential damages.
- 5. PAYMENT.** Drivers do not take credit cards. All balances due must be paid by cash or check on delivery. Balance due paid by credit card must be paid prior to delivery. Credit card price is 3% higher than discounted cash price listed on the work order. In the event building is not paid for before or on delivery, driver will not leave building and additional trip charges will be incurred. If delivery has not been made within 90 days, cash customers must pay balance due, rental customers must pay the rent due or other amounts as required by the rental purchase agreement, or the order is subject to cancellation and cancellation fee will be charged. All amounts not paid at delivery will be considered past due. On cash sales, customer may choose option to postpone construction start date and extend requirement to pay within 90 days for an additional 10% non-refundable fee paid at the time of sale. If customer chooses to postpone construction start date, the customer still must pay the balance due within 90 days of construction completion regardless of whether building is delivered.
- 6. CANCELLATIONS AND REFUNDS.** If Customer is dissatisfied with the Backyard Outfitters product upon acceptance of delivery by Customer or Customer's authorized agent, **Customer's sole recourse is to file a warranty claim.**
- 7. LATE PAYMENT, COSTS OF COLLECTION, AND RETRIEVAL.** Unless otherwise prohibited by state law, if Backyard Outfitters must engage in any effort to secure payment or otherwise seek to compel Customer to fulfill any of Customer's obligations under this Agreement, Customer agrees to reimburse Backyard Outfitters for any and all reasonable attorney fees, costs, and other expenses. For cash sales, Backyard Outfitters may charge a monthly late fee equal to 10% of the amount due or the maximum amount allowed by law. **FOR CASH SALES, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A FAILURE TO PAY ALL AMOUNTS DUE ENTITLES BACKYARD OUTFITTERS THE RIGHT TO RETRIEVE THE BACKYARD OUTFITTERS PRODUCT AND CUSTOMER FURTHER WAIVES ANY AND ALL RIGHTS AND/OR CLAIMS FOR REFUND FOR ANY PAYMENTS MADE PRIOR TO SUCH RETRIEVAL UNLESS THE PAYMENTS MADE EXCEED THE DEPOSIT PLUS EXPENSES INCURRED BY BACKYARD OUTFITTERS IN RETRIEVING THE BACKYARD OUTFITTERS PRODUCT.**
- 8. REPRESENTATIONS AND WARRANTIES.** Customer hereby represents and warrants to Backyard Outfitters, that Customer is the owner, or an authorized agent of the owner, of the property on which the Backyard Outfitters product is to be delivered and set up.
- 9. SEVERABILITY; APPLICABLE LAW AND VENUE; CLASS ACTION WAIVER.** If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy, or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise prohibited by state law, this Agreement will be governed and construed by the laws of the State of Tennessee, without giving effect to its choice of law principles, and Customer agrees that any legal action arising out of this Agreement instituted by Customer will be brought, and consents to the jurisdiction and venue in, Rutherford County, Tennessee. Customer specifically agrees that any claims arising out of or relating to this Agreement must be brought by Customer in an individual capacity and expressly waives any right or option for Customer to bring any claim related in any way to this Agreement as a plaintiff or class member in any representative action.
- 10. ELECTRONIC NOTICE; CONSENT TO USE INFORMATION.** Customer and Backyard Outfitters have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Customer of any revisions regarding errors in pricing or taxes. Customer consents to Backyard Outfitters's use of any information disclosed by Customer for the purposes of completing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with Backyard Outfitters's privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Customer may request a copy of Backyard Outfitters's privacy policies and practices through the above contact information.

Customer agrees to be bound by the terms, conditions, and warranties set forth herein and expressly acknowledges that there are no agreements of any type or kind other than those set forth herein.

Customer Signature: _____

Prepared by: Debbie Guennel : 02/26/2024 08:25am (CST)



550 Route 3
 Plattsburgh, NY 12901
 www.taylorrentalny.com
 518-324-5100 Phone
 518-324-5663 Fax

Status: Quote
 Quote #: q23350-1

Quote To: Fri 7/ 5/2024 5:00PM

Operator: Kayla Gonyea
 Terms: N30

Customer #: 9232

TOWN OF KEENE
 10892 NYS RT9N
 P.O BOX 89
 Keene, NY 12942

Phone 518-576-4444

DO NOT LEAVE EQUIPMENT AFTER HOURS, YOU ARE RESPONSIBLE!!

Ordered By: Teresa Cheetham - Palen

Sales Rep: Kayla Gonyea kgonyea@partypluseventsny.com

Delivery Fri 7/ 5/2024

Pickup Mon 7/ 8/2024

Marcy Field
 Keene, NY 12942

Marcy Field
 Keene, NY 12942

Qty	Key	Items	Disc%	Quote Date	Price
1	60-041	Bounce, 15'x15' Castle 1day \$225.00 1week \$660.00 4weeks \$1,300.00		Sat 7/ 6/2024 4:00PM	\$225.00
4	__StakeBounce	__Stake, Bounce House		Sat 7/ 6/2024 4:00PM	\$0.00
1	__1.0HPBlower	__1.0 HP Blower		Sat 7/ 6/2024 4:00PM	\$0.00
1	441667	__4 lb. Hammer, Bounce House		Sat 7/ 6/2024 4:00PM	\$0.00
1	60-0901	Tent, 30x60 Pole, 1PC Aztec, White 1day \$1,530.00		Sat 7/ 6/2024 4:00PM	\$1,530.00
15	60-034-00	TABLE 8' RECTANGULAR 1day \$15.00 1week \$30.00 4weeks \$60.00		Sat 7/ 6/2024 4:00PM	\$225.00
120	60-032-00	CHAIR, FOLDING BLACK 1day \$2.50		Sat 7/ 6/2024 4:00PM	\$300.00
1	60-055	DUNK TANK, TRAILER 1day \$200.00 1week \$600.00 4weeks \$0.00		Sat 7/ 6/2024 4:00PM	\$200.00
3	DUNKBALLS-1	__Balls, Dunk Tank		Sat 7/ 6/2024 4:00PM	\$0.00
20	DUNKBUNGEE-1	__Bungee Balls, Dunk Tank		Sat 7/ 6/2024 4:00PM	\$0.00
1	DUNKCANVAS-1	__Target Canvas, Shark, Dunk Tank		Sat 7/ 6/2024 4:00PM	\$0.00
1	DUNKTARGET-1	__Steel Target, Dunk Tank		Sat 7/ 6/2024 4:00PM	\$0.00
1	TIPAJUG	Game, Tip-A-Jug 1day \$50.00 1week \$150.00 4weeks \$450.00		Sat 7/ 6/2024 4:00PM	\$50.00
4	DEL-PTY-1	DELIVERY/PICKUP PARTY			\$600.00

Quote valid for 7 days.

Credit Card Backup is mandatory! Credit cards will be used to pay any and ALL additional charges associated with this contract ie. Rentals, Damage and Fuel.

Terms and Conditions

- 1.INSPECTION.** Customer acknowledges that Customer has had an opportunity to personally inspect the equipment, and finds it suitable for Customer's needs and in good condition, and that Customer understands its proper use. Customer further acknowledges Customer's duty to inspect the equipment prior to use and notify Dealer of any defects.
- 2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT.** If the equipment becomes unsafe or in disrepair as a result of normal use, Customer agrees to discontinue use and notify Dealer who will replace the equipment with similar equipment in good working order, if available. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.
- 3.WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.**
- 4.POSSESSION/TITLE.** Dealer owns the Equipment, and title in and to all of it will remain Dealer's at all times. Customer is entitled only to use and possess the Equipment for the Rental Period; subject to the terms of this Contract. If Customer retains any of the Equipment beyond the agreed Term without Dealer's express written consent, Customer will be deemed to have materially breached this Contract. Customer will not take, grant or permit the taking of any (and Customer hereby waives and all) liens or other similar claims on any portion of the Equipment and Customer will take such actions as may be necessary at Customer's sole cost and expense, to ensure that any and all such liens are released as soon as possible.
- 5.HOLD HARMLESS/INDEMNITY.** Customer assumes all risks associated with the possession, use, transportation and storage of the Equipment. **ACCORDINGLY, CUSTOMER HEREBY WAIVES AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE DEALER FROM AND AGAINST, ANY AND ALL LIABILITIES,CLAIMS,DAMAGES,LOSSES,COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES,CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH),PROPERTY DAMAGE,LOSS OF TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION,USE,TRANSPORTATION AND/OR STORAGE,REGARDLESS OF THE CAUSE AND INCLUDING ANY INJURIES AND/OR DAMAGES SUFFERED BY CUSTOMER,CUSTOMER'S EMPLOYEES AND/OR ANY THIRD PARTY(IES),EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM OUR INTENTIONAL MISCONDUCT.**
- 6.ASSIGNMENT AND SUBLETTING.** Dealer may, at Dealer's sole option, assign all or any portion of Dealer's rights and/or remedies under this Contract without Customer's consent. **CUSTOMER MAY NOT ASSIGN CUSTOMER'S RIGHTS OR REMEDIES UNDER THIS CONTRACT, NOR MAY CUSTOMER SUBLEASE OR LOAN ANY OF THE EQUIPMENT TO ANY THIRD PARTY WITHOUT DEALER'S PRIOR WRITTEN CONSENT. ANY SUCH ATTEMPTED ASSIGNMENT OR SUBLEASE BY CUSTOMER WILL, AT DEALER'S OPTION, BE DEEMED VOID AB INITO.**
- 7.ASSUMPTION OF RISK.** Customer acknowledges that the possession, use, transportation and/or storage of the Equipment may give rise to the risk of personal injury and/or property damage. **CUSTOMER VOLUNTARILY ASSUMES ALL SUCH RISK AND RELEASES AND DISCHARGES DEALER AND THE EQUIPMENT FROM ANY AND ALL LIENS, LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THE SAME, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH DEALER'S NEGLIGENCE (OTHER THAN DEALER'S INTENTIONAL MISCONDUCT).**
- 8.PROHIBITED USES.** Use of the Equipment in the following circumstances is prohibited and constitutes a breach of this contract. (a) Use for illegal purpose or in illegal manner. (b) Use when the equipment is in bad repair or is unsafe. Improper, unintended use or misuse. (c) Use by anyone other than Customer or his employee's without Dealer's written permission. (Does not apply to mobile equipment) (d) Improper unintended use or misuse. (e) Use at any location other than the address furnished Dealer without Dealer's written permission. (Does not apply to mobile equipment)
- 9.ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT.** Dealer may assign his rights under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by Customer is void.
- 10.TIME OF RETURN.** Customer's right to possession terminates on the expiration of the rental period ("Due In" date & time) and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
- 11.LATE RETURN.** Customer agrees to return the rented goods during Dealer's regular store hours, upon expiration of the rental period ("Due In" date & time). Customer agrees that if the rented goods are held beyond the expiration of the rental period ("Due In" date & time) as designated in the contract, the daily rate as indicated on the contract shall be the agreed contractual rate for the entire period, notwithstanding any lesser periodic rate.
- 12.DAMAGED, DIRTY, OR LOST EQUIPMENT.** Customer agrees to pay for any damage to or loss of the goods as an insurer, regardless of cause, except reasonable wear and tear, while the goods are out of the possession of the Dealer. Customer also agrees to pay a reasonable cleaning charge for equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen goods. Equipment lost, stolen or damaged beyond repair will be paid for at its current list price. The cost of repairs will be borne by Customer, whether performed by Dealer, or, at Dealer's option, by others.
- 13.TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.
- 14.COLLECTION COSTS.** Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.
- 15.REPOSSESSION.** Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and remove the goods from wherever they are, Dealer and his agents shall not be liable for any claims for damage or trespass arising out of the removal of the goods.
- 16.INSPECTION OF TRAILER HITCH.** Customer agrees to inspect the trailer coupling mechanism and safety chain before leaving Dealer's premises. Customer also agrees to inspect the equipment periodically (every 100 miles) and maintain the coupling and chain in a safe and secure condition.
- 17.SEVERABILITY.** The provisions of this contract shall be so that the invalidity enforceability or waiver of any of the provisions shall not affect the remaining provisions.
- 18.LOADING AND UNLOADING EQUIPMENT.** Customer is responsible for loading and unloading equipment. If Dealer's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of and hold Dealer and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Dealer.
- 19.PROPERTY DAMAGE.** Not responsible for any damage whatsoever as a result of on-the-job deliveries or pick up by Dealer.
- 20.FEES, LICENSES, PERMITS, TAXES AND FINES.** The Customer shall be solely responsible for payment of any fees, licenses, permits, taxes or fines, required by or resulting from the Customer's use or operation of the vehicle/equipment & tents.
- 21.UNDERGROUND FACILITIES.** Customer agrees to have all Underground Facilities, in the vicinity of the equipment installation, clearly marked prior to the arrival of Dealer's work crews. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities, Customer must call one week prior to installation.
- 22.EQUIPMENT FAILURE.** In the event any of the Equipment fails to start, breaks, malfunctions, becomes unsafe or is in need of maintenance or repair, Customer agrees to immediately discontinue use and notify Dealer and if directed to do so, return the equipment to dealer. Customer further agrees Customer will not repair or have anyone else repair any Equipment. Failure to timely notify Dealer will result in Customer being charged for all Time Out.
- 23.FUEL SURCHARGE.** Equipment with gas/diesel engines must be returned full of fuel or Customer will be charged at the Dealer's current rate.
- 24.SITE PREPARATION.** If Dealer has agreed to deliver any Equipment, Customer agrees to have the site clean and ready for the delivery and installation or dismantling and retrieval and Customer agrees to pay an additional charge for any delay incurred, or additional labor performed by Dealer resulting from Customer's failure to timely do so.
- 25.INSURANCE.** If any of the Equipment is to be used for a commercial purpose or is otherwise designated as "Customer Insured" on Page 1, Customer agrees to maintain (a)property damage and casualty insurance on "all risks" basis for the full replacement cost of the Equipment (including without limitation, all risks of loss or damage covered by the standard extended coverage endorsement) with such deductibles, if any, as may be acceptable to Dealer in Dealer's discretion; and (b)commercial general liability insurance with minimum limits of \$1,000,000 per occurrence. Such insurance shall cover all operations and contractual obligations, as well as any and all damage or liability arising in connection with the handling, transportation, maintenance, operation, use or possession of the Equipment during the Term and shall name Dealer as an additional insured and loss payee on a "closed clause" basis. All such insurance shall be primary, without any self-insured retention and shall waive supererogation against Dealer. Customer agrees to provide dealer copies of the endorsements for the above coverages specifying that they will not be canceled during the Term. Any insurance Dealer carries will be deemed to be in excess of Customer's insurance.
- 26.DAMAGE WAIVER.** If Customer pays the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, Dealer agrees to modify the terms of this contract and relieve Customer of liability for accidental damage to the rented item(s) on his contract, and for loss due to fire, windstorm, upset or riot. Dealer excludes from the waiver, however any loss or damage due to theft, burglary, collision, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to Customer's failure to care for the rental item(s) as a prudent person would his/her own property, such as proper lubrication. In addition, if the item(s) rented is a truck, Customer is not relieved of liability of accidental damage for the truck container (box) caused by striking a stationary object. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that Customer must file a report to the proper law enforcement authorities and furnish Dealer a copy. In addition, if Customer has insurance for the loss or damage, Customer shall exercise, all Customer's rights to obtain recovery under insurance, shall cooperate with Dealer to obtain recovery and all insurance proceeds shall be given or assigned to Dealer.

Quote

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM!

If equipment does not function properly notify lessor within 30 minutes of occurrence or no refund or allowance will be made.

Prompt return of your rental saves you money, All time is charged including saturday, sunday, and holidays
WE DO NOT PICK UP DELIVERED EQUIPMENT UNTIL WE ARE CALLED!!!!!!!!!!!!

I certify that I have read and agree to all terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I also agree to the damage waiver charges. I have received a copy of this agreement.

Rental:	\$2,530.00
Damage Waiver:	\$51.00
Delivery Charge:	\$600.00
Subtotal:	\$3,181.00
Total:	\$3,181.00
Paid:	\$0.00
Amount Due:	\$3,181.00