



CONTRACT RENEWAL LETTER

Date: October 23, 2019
Contract #: UCPJMU5323
Service: Special Event Equipment Rental
Renewal Period: November 15, 2019 to November 14, 2020
Renewal #: 1 of 6 One-Year
Issued By: James Madison University
Garrett Morris, Buyer Senior
Contractor: Skyline Tent Company
1327 Carlton Ave.
Charlottesville, VA 22902
Contract Administrator: Julie Bubb Dove, Facilities Management

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The updated contract pricing is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Skyline Tent Company

By:

Kathryn V. Heffner
Name (print)

general manager 10.23.18
Title Date Signed

James Madison University

By:

Garrett Morris
Garrett Morris, CUPO

Name (print)

Buyer Senior

Title

10/23/19

Date Signed

Contract #: UCPJMU5323

Contractor: Skyline Tent Company

Renewal Period: 11/15/2019 - 11/14/2020

Commodity: Special Event Equipment Rental

1. Contractor Pricing Schedule

- a. Contractor shall provide the purchasing agency with 10% off of the retail price found in *Attachment A, Skyline Tent Equipment List*.
- b. Contractor shall provide a 15% discount off the following labor and event services rates:

Installation/Strike Labor	\$40/hour per crew member
On-Site Event Attendant	\$100/hour with four hour minimum
Permit Acquisition	\$100/hour with one hour minimum
CAD Services	\$125/hour with four hour minimum
Project Management Labor	\$250/hour with four hour minimum

- c. Delivery charges shall include the delivery *and* pick up of rented items. Delivery charges will be in accordance with the Zone Map:

Zone 1/Zone 8	\$750.00
Zone 2	\$350.00
Zone 3	\$150.00
Zone 4	\$500.00
Zone 5	\$800.00
Zone 6	\$300.00
Zone 7	\$400.00
Zone 9	\$1,200.00

- d. Replacement cost for damaged or lost items shall be determined at a fair market value depending upon condition and age of the item. The replacement charge shall not exceed the Contractor's current cost *plus* freight. Contractor shall provide documentation of item cost to the Purchasing Agency's request.
- e. All travel related expenses shall receive prior approval from the Purchasing Agency and be in accordance with the Commonwealth of Virginia's per diem allowance for lodging, meals, and incidental expenses <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- f. Contractor shall not require the Purchasing Agency to place a deposit on rental items.

- g. In the event that the Purchasing Agency would cancel an order less than three (3) business days prior to the delivery date, the maximum allowable cancellation fee shall be 50% of the total rental order. Any cancellations outside of three (3) days shall not incur a cancellation fee.
 - h. The performance of all scheduled equipment rentals shall be subject to government regulations, civil disorders, disasters, inclement weather, or any events making it illegal or impossible to hold the event for which the rental is for. It is provided that the equipment rental may be terminated without liability including cancellation fees for any one or more of such reasons by prompt written notice from one party to the other. Each affected Party further agrees to use its best efforts to correct the Force Majeure Event as quickly as practicable and to give the other Party prompt written notice when it is again fully able to perform such obligations.
 - i. Minimum order requirement of \$750.00
- 2. The Purchasing Agency will issue a purchase order for each order based upon a quote provided by the Contractor. No additional agreements, order forms, or signatures will be required.
- 3. The Contractor has disclosed all potential fees. Additional charges will not be accepted.
- 4. Payments shall be made in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
- 5. For all James Madison University orders Contractor shall:
 - a. Notify Julie Bubb Dove, JMU Facilities Management Administration, 540-568-4103, bubbja@jmu.edu upon receiving ANY James Madison University rental order for a temporary structure, in order for James Madison University to obtain proper permits and to mark underground utilities.
 - b. Provide timely notification that a temporary structure is scheduled to be installed. James Madison University will mark underground utilities in the installation area. Contractor shall be responsible for ensuring that underground utilities are not compromised during the installation of a temporary structure on-campus.
- 6. Contractor shall provide, to the satisfaction of Purchasing Agency, an ample amount of trained personnel, delivery vehicles, and support to provide well maintained rental items that are delivered and picked up within the specified timeframe to complete an order placed by the Purchasing Agency.
- 7. The Contractor shall provide uniforms for all personnel assigned to work at the University. Uniforms will contain the Contractor's name. Uniforms shall be worn at all times while on University property to designate Contractor affiliation. Contractor shall not use unpaid or volunteer JMU student labor during deliveries or installation.
- 8. The Contractor warrants the services under the contract will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Agreement and the applicable Statement(s) of Work; and (c) by experienced and qualified personnel.
- 9. Contractor shall provide proper permitting, spec sheets, and material flammability sheets for tents, stages, and inflatables upon request from the Purchasing Agency.

Attachment A: Skyline Tent Equipment List

Equipment	Notes:	Price:
7ft Solid White Sidewall		1.00/lf
8ft or 10ft Solid White Sidewall		2.00/lf
8ft or 10ft Clear Sidewall		3.00/lf
8ft Mesh Sidewall		4.00/lf
Kedar Sidewall		5.00/lf
Tent 10x10 Frame/High Peak	Solid, Hip, 8'	200.00
Tent 10x20 Frame	Solid, Hip, 8'	225.00
Tent 10x30 Frame	Solid, Hip, 8'	300.00
Tent 10x40 Frame	Solid, Hip, 8'	400.00
Tent 10x50 Frame	Solid, Hip, 8'	500.00
Tent 10x60 Frame	Solid, Hip, 8'	600.00
Tent 20x20 Frame/High Peak	Solid	300.00
Tent 20x30 Frame	Solid, Hip, 8'	450.00
Tent 20x40 Frame	Solid, Hip, 8'	600.00
Tent 20x50 Frame	Solid, Hip, 8'	750.00
Tent 20x60 Frame	Solid, Hip, 8'	900.00
Tent 20x70 Frame	Solid, Hip, 8'	1,050.00
Tent 20x80 Frame	Solid, Hip, 8'	1,200.00
Tent 20x90 Frame	Solid, Hip, 8'	1,350.00
Tent 20x100 Frame	Solid, Hip, 8'	1,500.00
20' Wide Navitrac Structure	Solid, Hip, 8'	1.00/sqft
Tent 30x30 Frame	Solid, Hip, 8'	675.00
Tent 30x40 Frame	Solid, Hip, 8'	900.00
Tent 30x50 Frame	Solid, Hip, 8'	1,125.00
Tent 30x60 Frame	Solid, Hip, 8'	1,350.00
Tent 40x40 Frame	Solid, Hip, 8'	1,280.00
Tent 40x60 Frame	Solid, Hip, 8'	1,920.00
Tent 40x80 Frame	Solid, Hip, 8'	2,560.00
Tent 40x100 Frame	Solid, Hip, 8'	3,200.00
Tent 40x60 Pole	Solid, 8'	2,280.00
Tent 40x80 Pole	Solid, 8'	3,040.00
Tent 40x100 Pole	Solid, 8'	3,800.00
Tent 40x120 Pole	Solid, 8'	4,560.00
Tent 40x140 Pole	Solid, 8'	5,320.00
Tent 40x40 Navitrac	Solid, Hip, 8'	1,520.00
Tent 40x60 Navitrac	Solid, Hip, 8'	2,280.00

Tent 40x80 Navitrac	Solid, Hip, 8'	3,040.00
Tent 50x50 Navitrac	Solid, Hip, 8'	2,500.00
Tent 50x60 Navitrac	Solid, Hip, 8'	3,000.00
Tent 50x80 Navitrac	Solid, Hip, 8'	4,000.00
Tent 60x70 Century Pole	Solid, 8'	3,150.00
Tent 60x100 Century Pole	Solid, 8'	4,500.00
Tent 60x120 Century Pole	Solid, 8'	5,400.00
Tent 60x130 Century Pole	Solid, 8'	5,850.00
Tent 80x100 Century Pole	Solid, Hip, 8'	6,000.00
Tent 80x130 Century Pole	Solid, Hip, 8'	7,800.00
Tent 20Mx20M Losberger	Tent Extends in 5M Sections SOLID	14,000.00
Tent 25Mx25M Losberger	Tent Extends in 5M Sections SOLID	14,000.00
Tent 30Mx30M Losberger	Tent Extends in 5M Sections SOLID	18,200.00