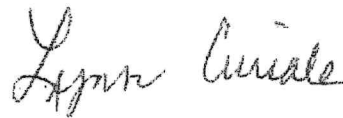


STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-22-68 A RESOLUTION APPROVING AN AGREEMENT WITH ULTIMATE RENTAL FOR PRAIRIE FEST 2023 IN THE AMOUNT NOT TO EXCEED \$30,000** Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 1<sup>st</sup> day of December, 2022.



Lynn Curiale, City Clerk

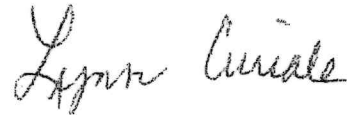


**Resolution #R-22-68**

**A RESOLUTION APPROVING AN AGREEMENT WITH ULTIMATE RENTAL  
FOR PRAIRIE FEST 2023 IN THE AMOUNT NOT TO EXCEED \$30,000**

Passed: December 1, 2022  
Published in Pamphlet Form: December 2, 2022

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of **#R-22-68**  
**A RESOLUTION APPROVING AN AGREEMENT WITH ULTIMATE RENTAL  
FOR PRAIRIE FEST 2023 IN THE AMOUNT NOT TO EXCEED \$30,000**  
Passed and approved by the City Council of the City of Wood Dale on December 1, 2022  
and hereby published in pamphlet on December 2, 2022.



Lynn Curiale, City Clerk



**RESOLUTION NO. R-22-68**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
ULTIMATE RENTAL FOR PRAIRIE FEST 2023 IN THE AMOUNT  
NOT TO EXCEED \$30,000**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the City will be holding its Annual Prairie Fest in July, 2023; and

**WHEREAS**, the City has determined that tent rentals are reasonable and necessary for the Prairie Fest; and

**WHEREAS**, the City staff has solicited information in quotes from Tent Rental Companies and has analyzed the information received and recommends to the Council that ULTIMATE RENTAL is the most qualified Vendor for such services; and

**WHEREAS**, the Mayor and the City Council of the City, have reviewed the scope and services of UTLIMATE RENTAL for the 2022 Prairie Fest Tent Rental; and

**WHEREAS**, after diligent review of the qualifications and services of ULTIMATE RENTAL, the Mayor and the City Council find ULTIMATE RENTAL is the most qualified Firm to perform the duties sought by the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, Staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 1<sup>st</sup> day of December, 2022

AYES: 5

NAYS: 0

ABSENT: Aderman, Jakob + Messina

APPROVED this 1<sup>st</sup> day of December, 2022

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
City Clerk, Lynn Curiale



# Ultimate Rental Services, Inc.

1345 Lakeside Drive, Romeoville, IL 60446

Phone: (630) 468-2800

UltimateRentalServices.com

## RENTAL CONTRACT

### Bill To

**City of Wood Dale**

**Janelle Silva**

655 North Wood Dale Road  
Wood Dale, IL 60191

**Phone:** (630)354-6333

**Fax:**

### Deliver To

655 North Wood Dale Road  
Wood Dale, IL 60191

*JS*

E-Signed

### Contact Person

**Janelle Silva**

**Phone:** (630)354-6333

**Cell Phone:**

**Order No:** O20434

**Written By:** Don Sears

**Delivery:** Jul 24, 2023 Monday or Tuesday 8am-6pm

**Event Starts:** Jul 27, 2023 12:00 pm

**Event Ends:** Jul 30, 2023 12:00 pm

*JS*

E-Signed

**Pick-up:** Aug 01, 2023 Monday or Tuesday  
8:00a-6:00p

**Delivery Method:** Delivery

**Occasion:** Annual - Prairie Fest

### Additional Notes

All deliveries will be made to ground level within reasonable distance from truck, unless otherwise noted.

Set up on grass - All tents individually staked

Counters (Front Counters Only) -

20'x20' STD Beverage Tent

20'x20' STD Food Tent

6 - 10'x10' Food Vendor

Sidewalls -

20'x20' STD Beverage Tent - 3 Sides

30'x30' Beer Ticket Tent - 3 Sides

10'x10' ATM Tent - 4 Sides

30'x50' Childrens Tent

Qty	Description	Size	Unit Price	Bill. Days	Total
<b>Tent - 10' x 20' Frame 1P</b>					
1	Tent - 10' x 20' Frame	10' x 20'	\$250.00	2	\$500.00
<b>Tent - Pole - 30' x 45'</b>					
1	Pole Tent - 30' x 45' - White <i>Includes standard installation</i>	30' x 45'	\$815.00	2	\$1,630.00
<b>Tent - 10' x 10' Frame 1P</b>					
17	Tent - 10' x 10' Frame	10' x 10'	\$150.00	2	\$5,100.00
<b>Tent - 10' x 50' Frame Exp.</b>					
2	Tent - 10' x 50' Frame <i>Includes standard installation</i>	10' x 50'	\$580.00	2	\$2,320.00
<b>Tent - 30' x 30' Frame</b>					
1	Tent - 30' x 30' Frame <i>Includes standard installation</i>	30' x 30'	\$695.00	2	\$1,390.00
<b>Tent - 20' x 20' Frame Std.</b>					
2	Tent - 20' x 20' Frame Std. <i>Includes standard installation</i>	20' x 20'	\$385.00	2	\$1,540.00

**Tent - 20' x 20' Frame High Peak**

27	- Service - CALL J.U.L.I.E./DIGGERS		\$0.00	1	\$0.00
1	Tent - 20' x 20' Frame High Peak <i>Includes standard installation</i>	20' x 20'	\$385.00	2	\$770.00

**Tent - 30' x 50' Frame**

1	Tent - 30' x 50' Frame <i>Includes standard installation</i>	30' x 50'	\$1,200.00	2	\$2,400.00
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**Stage - 12' x 16' (16" Tall)**

1	Stage - 12' x 16' (16" Tall) <i>Includes standard installation</i>	12' x 16' x 16"	\$565.00	2	\$1,130.00
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**Tent Item**

10	Tent Counter <i>Includes White Skirt</i>	10'	\$60.00	2	\$1,200.00
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**Chair**

900	Chair - Folding - Black <i>Customer to setup unless noted otherwise: URS Can Setup/Take-Down For Additional Fee</i>	17"D x 17.5"W x 31.5" H;	\$1.49	2	\$2,682.00
8	Chair - Bar Stools - Double Ring <i>Customer to setup unless noted otherwise: URS Can Setup/Take-Down For Additional Fee</i>	28.5" H	\$5.95	2	\$95.20

**Table**

37	Table - 8' x 30" <i>Customer to setup unless noted otherwise: URS Can Setup For Additional Fee</i>	8'x 30"	\$8.95	2	\$662.30
40	Table - 6' x 30" <i>Customer to setup unless noted otherwise: URS Can Setup For Additional Fee</i>	6'x30"	\$7.95	2	\$636.00

**Tent Banner Frame**

10	Misc. Item <i>Tent Banner Frame</i>		\$50.00	2	\$1,000.00
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**Stage Accessory**

4	Stage Skirt - 16" x 12' - Black	16" Tall x 12' Long	\$12.00	2	\$96.00
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**Tent Sidewall**

3	Sidewall - Classic Solid - 7't x 30'w	7'x30'	\$45.00	2	\$270.00
5	Sidewall - Classic Solid - 7't x 20'w	7'x20'	\$30.00	2	\$300.00

**x - Labor**

6	- Labor - Site Attendant <i>Daily Visual Tent Inspection - Tuesday-Sunday</i>		\$500.00	1	\$3,000.00
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**Order Subtotal: \$26,721.50****Delivery Charge: \$185.00****TOTAL: \$26,906.50****Deposit Due: \$13,453.25****Amount Paid: \$0.00****Balance Due: \$26,906.50**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I by signing this agreement, agree to all charges, terms/conditions and I have carefully reviewed all information for accuracy!

Print Name: \_\_\_\_\_

Credit Card # \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_

Security Code: \_\_\_\_\_

NOTE: Payment and Signed Rental Agreement: Orders can only be delivered after payment and SIGNED rental agreement have been received by Ultimate Rental Services, Inc.

NOTE: At time of delivery: Client is required to sign and verify that all equipment has been inspected and accounted for. **CLIENT MUST COUNT ALL**



**EQUIPMENT AT DELIVERY AND IS RESPONSIBLE FOR ALL EQUIPMENT COUNTS AND/OR DAMAGE.** (Any discrepancies must be reported by phone within 3 hours of delivery.)

**NOTE: Before delivery:** Any delivery time or date changes must be made a minimum of 3 days prior to delivery date otherwise requests for changes may be denied.

**Thank you for your business!**  
**Tips are Appreciated. Thank you!**  
**Attention: At time of delivery please communicate any changes, questions or concerns with office personnel by calling (630) 468-2800**

### **TERMS AND CONDITIONS/WARRANTY**

1. BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THIS RENTAL CONTRACT. CUSTOMER ACKNOWLEDGES THAT S/HE HAS RECEIVED IN GOOD ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE CONTRACT.
2. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL RENTED ITEMS, INCLUDING THEIR SAFE AND PROPER USE, OPERATION, MAINTENANCE, AND RETURN TO ULTIMATE RENTAL SERVICES, INC. CUSTOMER IS RESPONSIBLE FOR ALL LOSS, DAMAGE, OR REPAIR.
3. ULTIMATE RENTAL SERVICES, INC. MAKES NO WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTIES, EXPRESSED OR IMPLIED.
4. THIS RENTAL CONTRACT FORMS THE SOLE AGREEMENT BETWEEN THE CUSTOMER AND ULTIMATE RENTAL SERVICES, INC. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD ULTIMATE RENTAL SERVICES, INC. HARMLESS FOR ANY CLAIMS FROM CUSTOMERS USE OR MISUSE, INCLUDING ANY THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE CUSTOMER'S NEGLIGENCE OR OPERATION INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS.
5. OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS (SAFETY INSTRUCTIONS).
6. RETAKING OF EQUIPMENT: IF CUSTOMER FAILS TO RETURN ALL RETURNED ITEMS UPON AGREED TIME, CUSTOMER AGREES TO PAY FOR ALL ADDITIONAL CHARGES. IF CUSTOMER REFUSES TO RETURN RENTED ITEMS, THE CUSTOMER AGREES THAT ULTIMATE RENTAL SERVICES, INC. AND ITS AGENTS MAY TAKE ALL REASONABLE ACTIONS NECESSARY TO RECOVER RENTED ITEMS WITHOUT PRIOR NOTICE OR LEGAL PROCESS.
7. CUSTOMER ACKNOWLEDGES THE POSSIBILITY OF INJURY AND WILL PROVIDE ADULT SUPERVISION AT ALL TIMES ACCORDING TO THE RULES GIVEN TO RENTAL PARTY PRIOR TO EVENT, WRITTEN INSTRUCTION, OR VERBAL.
8. ATTORNEY FEES: CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND COURT COSTS INCURRED BY ULTIMATE RENTAL SERVICES, INC. IN ENFORCING THESE TERMS AND CONDITIONS.

Rental Items listed are for rent only and for only the stated rental period. Payment terms are half of balance due as deposit and remainder of balance due prior to rental date. Please order carefully. Delivery personnel does not accept payments (Except Tips) so all balances must be paid in full before delivery. Cancellation Period: Changes may be made to any rental order prior to 10 days of taking delivery of rental items without penalty. Any changes made in the 10 day period before delivery will not receive any refund. When canceling rental items an in store credit will be issued to the client account on in stock items. If in fulfilling the rental order if any charges or fees were incurred by Ultimate Rental Services, Inc., there will be no credit or refund on those items. Any changes, questions or concerns must be communicated only with office personnel by phone verbally. Any changes will not be accepted by voicemail, email, ect., and/or the delivery personnel. The attached document contains your rental agreement for your event. Please read and check all the information carefully. If any information is incorrect or you have any questions about the rental agreement, contact us immediately. Signed rental agreements are due back to us within 48 hours. Credit card: Customer agrees to all rental charges, damage charges, cleaning charges and authorizes Ultimate Rental Services, Inc. to bill charges to customer's credit card at time of reservation and/or after rental period. All equipment must be returned in the condition and location it was delivered. Normal wear and tear is expected, however cleaning charges will apply if excessive cleaning is needed after equipment is returned. Catering equipment is to be rinsed clean and free of debris upon return/pick up. Items are expected to be free of any tape, adhesive, staples, etc. upon return/pick up. Patio heaters and cooking under the tent is prohibited and will damage the tent, resulting in replacement cost to client. Delivery Only equipment will be delivered to garage, dock, driveway, etc. Any carries over 50 feet may result in additional labor costs. If client elects for set up/take down of equipment the equipment will be carried to location and set up in location that is within reasonable carry distance. Client is responsible for maintaining and removing snow and/or water from tent and surrounding area. Client agrees to have delivery and/or set up area free from any items or debris upon delivery and/or pick up of rental equipment. Ultimate Rental Services, Inc. will not move any items that are in the way of fulfilling rental contract: (example, vehicles, furniture or any other personal property of client). Client must notify Ultimate Rental Services, Inc. of any up/down stair carries at time of contract agreement with sales person. It is the customer's responsibility to notify Ultimate Rental Services, Inc. of any private lines or hazards that are under ground: examples include but are not limited to sprinkler systems, gas lines, ect. Ultimate Rental Services, Inc. will notify J.U.L.I.E, DIGGERS or any other utility locate systems to mark any underground hazards with flags and paint. Ultimate Rental Services, Inc. will not erect any tent or canopy with stakes without the area being marked for any underground hazards. If the utility located services have not marked the ground, it is the contract signers responsibility to notify Ultimate Rental Services, Inc. for other arrangements to be made in regards to alternative anchoring of the tents. Client will not post or write any reviews or comments pertaining to the rental of any kind without Ultimate Rental Services, Inc.'s permission. All balances must be settled 10 days prior to event. Delivery and/or pick up times are estimated but not guaranteed: Ultimate Rental Services, Inc. is not responsible for any incurred costs or losses pertaining to late or early delivery and/or pick up times. Outstanding balances may prevent services. Client agrees to indemnify and hold harmless Ultimate Rental Services, Inc. and their agents and employees from any liability and against claims, injuries, damages or losses including reasonable attorneys fees arising from rental equipment and/or services including negligence. Client is responsible for their employees and agents that sign for equipment verification. Client is responsible to inspect all equipment for safety, functionality and item amounts. Client must notify by phone with office personnel of any damaged, soiled or missing equipment upon delivery within 3 hours of delivery. Absolutely no exceptions, No refunds, credits, exchanges or any reimbursements of any kind will be made after the 3 hour window is expired. Client will be notified of missing or damaged equipment within 48 hours of return to warehouse and management verification. Missing, damaged, or soiled equipment will be charged in accordance to rental fees. Client agrees to pay any charges pertaining to missing, damaged or broken equipment from their rental order within 30 days of return of the equipment. Any outstanding balances can be turned over to a collection agency. Client is responsible for any and all applicable permits. In the event of a governing body canceling an event or set up due to permit issues all charges will still apply and Ultimate Rental Services, Inc. will not be held responsible. Client will be notified of any substitutions. Equipment must be returned at the agreed time to avoid late charges. Late charges will be calculated at originally agreed upon rate. In case of an afterhours emergency call (630) 210-1636. Damage Waiver: Damage Waiver is not insurance, it is an acknowledgment between Ultimate Rental Services, Inc. and Renter (Lessee), which relieves Lessee from any liability caused by damages not in the control of the Lessee. This document will provide the details of the Damage Waiver agreement, including agreement between parties, everything covered by the agreement, and everything that will not be covered by the agreement. The purchase, and subsequent payment, of the Damage Waiver will guarantee a binding agreement between Lessee and Ultimate Rental Services, Inc. to relieve Lessee of liability covered by this agreement. Lessee is obligated to pay the Damage Waiver fee BEFORE the setup and use of any and all Ultimate Rental Services, Inc. equipment, and not after, in order for the agreement to be valid. The occurrence of any event that causes damage to Ultimate Rental Services, Inc. units before Damage Waiver is purchased will not be covered. A single payment of the Damage Waiver fee will cover ALL units rented from Ultimate Rental Services, Inc.. The events COVERED under the Damage Waiver agreement include damage caused by: • Rain or flood • Fire (not intentional fire caused by Lessee) • Damage caused by wind storm • Damage caused by riot (for large events) • Damage caused by collision (not foreseeable) • Damage caused by any acts of God (i.e. tree fall, lightning, earthquake, hailing) The events NOT COVERED under the Damage Waiver agreement include: • Theft of Ultimate Rental Services, Inc. unit(s) • Intentional damage arising from, but not limited to: • Sharp objects intentionally used on or in unit; • Use of any chemical compound that can harm unit; • Silly String, Paint, Marker, etc. inside unit. • Any damage from misuse arising from, but not limited to, any disregard of safety rules located on unit. • Any damage arising from relocation or modification of unit without Ultimate Rental Services, Inc. approval. Ultimate Rental Services, Inc. warrants that they will not hold Lessee responsible for any damages which resulted from the events covered under this agreement. This warranty is in lieu of any and all other warranties expressed or implied by Ultimate Rental Services, Inc. and any of its representatives. Lessee acknowledges, through payment for Damage Waiver, that he/she understands the full terms of the agreement and agrees to take responsibility for any damages to Ultimate Rental Services, Inc. units that are not covered under the Damage Waiver. Weather Warning - Ultimate Rental Services, Inc. reserves the right to cancel or postpone any delivery, event, pickup, etc. due to inclement weather and does warranty or guarantee any times. Client agrees to evacuate people and any equipment in the event of inclement or dangerous weather at clients oversite and holds harmless Ultimate Rental Services, Inc. of any liability. Evacuation of the tent for any reason is the clients responsibility. An evacuation planning guide is available at the clients request. Open Invoice- Invoices are only closed after all equipment is returned to warehouse and counted and/or inspected. Any charges resulting from shortage, damage, cleaning charges will be billed to credit card provided. Security Deposit may be required: A security may be required at Ultimate Rental Services, Inc. discretion. Security deposit will be returned after rental equipment is counted and inspected if applicable by Ultimate Rental Services, Inc. Customer agrees to be added to mailing list and to receive promotional emails, postage mail, ect.. Cancellation Policy Is as follows: Once a reservation is placed it is expected for client to fulfill the contract. However if a contract is canceled before 10 days of the event a full refund will be issued to the account. If a contract is canceled 3-10 days before the event a credit will be issued to the account less any costs incurred. If a contract is canceled within 2 days prior to event, no credit or refund will be issued. Changes, Modifications, Edits, Etc. to the terms and conditions will not be honored or valid.

E-Signed : 01/04/2023 12:53 PM CST

*Janelle Silva*

jsilva@wooddale.com  
IP: 50.200.45.131

Certified Electronic Signature  
DocID: 20230104112941258