



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal From: City Manager's Office  
Department

Delivered by: Lourdes Lopez  
Name

Date of Transmittal: 3/13/15

City Clerk's Date Stamp

03-13-15A08:58 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

Contract

Vehicle Title

Agreement

Special Magistrate Order

Lease

Other:

Deed

Rental Agreement

Bond Documentation

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Is this contract/ agreement:  Capital Improvement  Non Capital Improvement

Description of Record Copy: AIVICOM Rental Agreement for Miss Universe

Approved by Council:  Yes  No Council Meeting date: \_\_\_\_\_

### Office of the City Clerk Administrative Use Only

Received by: Connie Diaz

Reviewed for completion by Connie Diaz

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 3/16/15 (Date) Hard copy archive: 3/16/15 (Date)

Tracking Log: 3/16/15 (Date) Website: 3/16/15 (Date)

Copy provided in electronic format to originating Department on 3/16/15 (Date)

Originals returned on N/A (Date)



Aivicom USA Corp  
6345 NW 99 Ave  
Doral FL 33178  
Ph/fax: 305 513 0004

Job provided on Jan 6th ,2015

From: Juan Jose Comas  
Attached: Job for Miss Universe Version 8

Job Start: JAN 8 15  
Job End: JAN 9 15  
Our Job #: 14829-2 Invoice #2332

Status: Confirmed Order  
Job Total: \$ 45,621.00  
Terms: COD  
Pages: 5 including this

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**Terms and Conditions of Rental Agreement.**

Aivicom USA LLC.(Lessor") agrees to rent client ("Lessee") the listed equipment on the proposal provided subject to the terms and conditions set forth below.

**Acceptance-** All proposals will be valid for a period of three business days from the proposal date ( "Acceptance Period"). In the event the proposal is not signed and returned to Lessor within the Acceptance Period, it will be void. Any adjustments after acceptance may affect price. Client acknowledges that equipment on the proposal is in good working condition and agrees to pay on demand the full rental fee for said property at the rate herein stated.

Lessee agrees to take care of said equipment and to use it in the proper manner. Responsibility for the equipment includes all times hereunder where said equipment is not in the care, custody or control of Lessor, including during transit from Lessor to Lessee and return of said equipment to Lessor under all circumstances. In the event any of the rented equipment is lost, stolen, damaged, or destroyed before it is returned to Lessor, for any reason whatsoever whether or not the fault of Lessee, Lessee agrees to promptly pay an amount equal to the reasonable cost of repairing the equipment or the replacement value of the equipment if said equipment cannot be repaired to its previous working quality as determined in Lessor's sole discretion. Lessor understand that equipment rented to it hereunder that is lost, stolen, damaged or destroyed or otherwise returned to Lessor in a condition that renders it inoperable results in Lessor's inability to rent that equipment to other third parties and thus monetary damages to Lessor.

**Deposits-** Aivicom USA LLCrequires a 50%non-refundable deposit in the form of cash, cashier's check or credit card unless other methods are approved by Lessor.. The deposit must be received within 5 business days of the acceptance date. In the event of a cancellation, Aivicom USA LLC reserves the right to charge the full 50% deposit if cancelled within 48 hours of the event. If the cancellation notice is given prior to 48 hours Aivicom USA LLCreserves the right at our discretion to charge 25% of the deposit or the cost that has been incurred at the time of cancellation or the costs incurred including but not limited to any rentals, loss of work, labor etc., whichever is greater. All payments by credit cards are subject to the customary processing fees of the banking institution. These fees will be added to the customer's final invoice.

**Payment and Charges-** It is understood that the rental commences as of the date and time hereof and ends only when the rented equipment is returned in full working order to Lessor. Final payment is due at time of equipment arrival, cash, cashier's check or credit card.

 Initial

All collection fees, including but not limited to attorney fees, court costs, or any expense incurred in collecting said rental will be paid by Lessee. In the event of any dispute under this agreement, Lessee agrees to jurisdiction and venue in Broward County, Florida for resolution of all disputes. If a credit card is supplied by Lessee to Lessor, Lessee acknowledges and grants Lessor the unequivocal right to recover from Lessee's credit card immediately and or consecutively any charges or amounts due Lessor under this agreement, including but not limited to rental charges, damage fees, replacement costs, etc., until Lessor is paid in full.

A 3.5% late fee, which is an annual percentage rate of 22%, or the highest rate allowable by law will be added to all past due accounts. The minimum late fee will be \$25.00 per month. Returned checks

are subject to a minimum \$30.00 fee.

In the event meals are not being provided to Lessor's personnel, Lessor's policy is that all its personnel have a 30 minute meal break unless they need to leave the work site, in which case they be provided a 1 hour meal break.

Parking for trucks and engineer vehicles must be provided at clients' expense and client must make appropriate arrangements for all vehicles.

All labor is estimated and based on a 10 hour call unless otherwise stipulated in the quote. Any & all overtime will result in additional labor charges. All permit fees are client's responsibility.

Security required to protect the equipment while on-site is responsibility of the client.

Damage- Lessee Shall be responsible for all equipment rented hereunder that is damaged, lost or stolen (whether by use, misuse, accident or neglect or for any reason whatsoever), In addition to the amounts due to Aivicom USA LLC in connection with proposal, Lessee agrees to pay Aivicom to repair said equipment or full replacement cost for lost or irreparable equipment. Lessor is hereby released from any and all claims for damages to Lessee, by reason of use of said property. Lessee agrees to indemnify Lessor for any and all claims for damage to any person or property by reason of the use of said property by Lessee.

FW Initial

Indemnity- To the greatest extent permitted by law, Lessee shall indemnify, defend, hold harmless and save Lessor, its officers, shareholder, directors, agents, employees, servants and independent contractors ("agents"), harmless from all claims and expenses, including courts costs and attorney's fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly, to this lease of the equipment which is the subject hereof, regardless of the cause of said injury.

Please be advised that AivicomUSA has incurred expenses in preparing and allocating equipment, business efforts and/or resources to this event. If the event cannot go forward due to an Act of God that renders services impracticable or impossible or otherwise unsafe for Aivicom USA personnel or otherwise, as determined in Aivicom's reasonable discretion, Aivicom USA reserves the right to cancel the event and remove all equipment immediately without penalty or reduction in payment of its expenses/costs/fees as agreed upon and client will remain responsible for full payment to Aivicom USA LLC. For our purposes of this clause, an Act of God shall include, but not be limited to: war, fire, terrorist acts, labor strike, inclement weather or other emergency. In the event it is necessary for Aivicom USA LLC to cancel or interrupt an event due to weather or any "Act of God" which is beyond our control, there will be no refund or credit issued.

FW Initial

The equipment rented herein shall not be rented to a third party by Lessee without the prior express authorization by Lessor. In the event that Property/Equipment is rented to others and that, such Property/Equipment is not in the care, custody, or control of Lessor and/or Lessor's employee(s), then Lessee shall (1) provide written evidence of primary coverage with an insurance carrier with at least an A rating determined by Best's Insurance Review for such Property/Equipment, with sufficient Property limits to meet or exceed the replacement value of such Property/Equipment, in the form of Certificates of insurance, with a Loss Payable provision made in favor of Lessor or (2) agree to be primarily responsible for the equipment and to repair or replace the equipment as needed to bring it back to whole evidenced by signing an agreement/contract to that affect.

The confidential pricing information supplied herein is proprietary and for ordering purposes for the client or contact as specified. Please do not reproduce or distribute without Lessor prior written approval.

Lessee hereby represents that the signatory of this Agreement has the full power and authority to enter into this Agreement and to bind Lessee to the terms and conditions hereof.

DAE

Date: 3/12/15 Date: 3.8.15

Aivicom USA LLC City of Doral

Signature: [Signature] Signature: [Signature]

Name & Title: John Lewis Pres Name & Title: EDWARD A. Rojas CITY MANAGER.

**INVOICE**

# 2332

Job provided on Jan 6th ,2015



Aivicom USA Corp  
6345 NW 99 Ave  
Doral FL 33178  
Ph/fax: 305 513 0004

Quote By: **Juan Jose Comas**  
Our Job #: RTL - 14829-2 Version 8  
Job Status: Inquiry  
Purchase Order:

Ship Via:  
Return Via:

Invoice To: City of Doral

**Terms: COD**

Job Site:  
Room:  
Address:

Equip Prep  
Setup Thur JAN 8 15  
Sound Check  
Rehersal  
Event Fri JAN 9 15  
Strike Fri JAN 9 15

Contact: () -

**Description: Miss Universe, private pre event****EQUIPMENT**

QTY	Description
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**AUDIO**

- 1 Power Distribution Box 3 phase 120 volts
- 1 100' # 2 200 Amps. 3 Phase Feeder Cable
- 1 Audio Signal Cables Package
- 1 Audio Power Cables Package
- 4 Shure Dual Wireless Microphone Pack
- 8 d&b Max 12 Two Way Loudspeaker
- 4 d&b J8 3 Way Line Array Loudspeaker
- 4 d&b J12 3 Way Line Array Loudspeaker
- 2 d&b J Series Flying Frame
- 4 d&b Audiotechnick B2 Subwoofer 2 x 18'
- 2 D&B Q10 Near-Fill Loudspeaker
- 1 Tascam CD Professional CD Player
- 2 10 x 10 Portable Tent for Mix Position
- 2 d&b D12 Amplifier Rack 4 Units
- 1 d&b D12 Amplifier Rack 2 Units
- 1 Yamaha Digital Mixing Board LS9-16

**AUDIO Subtotal: \$ 4,730.00****LIGHTING.**

- 10 Martin Viper Wash
- 5 Martin Viper Profile Moving Fixture
- 14 Martin MAC Aura LED Moving Fixture 1 208 Volts 3 Phase Power Distro
- 1 AC Cable Kit
- 1 3 Phase 0000 Tails to Camlock 400 Amps
- 2 100' 0000 400 Amps 3 Phase Feeder Cable
- 5 Tomcat Truss MD 20"x20"x10'
- 14 Tomcat Truss MD 20"x20"x8' 20 Truss Base plate
- 48 Sandbags
- 24 Color Blaze 72
- 3 3' 12"x12" truss (bolt)
- 5 2' 12"x12" truss (bolt)
- 5 6 way corner 12"x12" truss (bolt)
- 5 Tomcat Bar 6 Can Par 64 1000 watts
- 30 Frames for Par 64
- 2 Source 4 BAR 6 Can 575 watts
- 12 Frames for Source 4 Par
- 1 Rosco/LEE Gel Kit
- 14 Swivel Coupler

**LIGHTING. Subtotal: \$ 14,415.00**

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Job provided on Jan 6th ,2015

**Description: Miss Universe, private pre event****STAGING**

- 2 7 STEP 36" - 56" ADJ STAIR W/RAILS
- 25 4x8 stage deck quad ripple surface
- 18 Wunderstructure 4' x 8' - 36" - to 56" MED
- 4 Water counter weight
- 24 42" handrail
- 3 5 STEP 24"- 40" ADJ STAIR
- 1 Delivery

STAGING Total: \$ 4,580.00

**GENERATOR**

- 1 125KVA 100kw 300 amps 3 phase with cam out

GENERATORS Total: \$ 1,920.00

**LABOR**

Date	Time	QTY	Personnel/Task
<b>JAN 8 15</b>			
		3	Audio/Video Engineer-Setup Day
		1	Crew Chief-Setup Day
		1	Project Manager-Setup Day
		3	Lighting Technician-Setup Day
		12	Stagehand-Setup Day
<b>JAN 9 15</b>			
		3	Audio/Video Engineer-Event & Strike
		3	Cameramans Event
		1	Crew Chief-Event & Strike
		1	Project Manager-Event & Strike
		3	Lighting Technician-set up Event & Strike
		12	Stagehand- Strike
		2	Rigger-Strike

Labor Total: \$ 20,936.00

Labor Rates: Hourly: up to 10.00 hours straight time, 1.5x 10.00-12.00 hours, 2.0x after 12.00 hours per day.  
 Labor Rates: Daily: up to 10.00 hours straight time, 1.5x 10.00-12.00 hours, 2.0x after 12.00 hours per day.



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# 2332

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**Description: Miss Universe, private pre event**

QTY	Description
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**AUDIENCE LIGHTS**

3 Glow Bug 1000w metal halide

**AUDIENCE LIGHTS Total \$ 850.00**

**Video AB player sytem and source selector**

Apple Mac Book Pro  
 Monitor Quad View Multiviwer  
 Switcher Interface 9x1

**\$ 1,490.00**

**Led Screen**

LED TeCH P6 EQUIPMENT LED Wall SMD - one screens 12'x7'  
 LED TeCH Video Processor Unit v12  
 Laptop for LED programing  
 Power Distro  
 Kit of cables and accessories

**\$ 4,000.00**

**Carpet**

Pink carpet 10ft x100ft. Installation

**\$ 2,000.00**

**MISCELLANEOUS**

QTY	Description
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- 1 Power lift
- 1 Drawings Stage and Engineer stamp
- 1 Electrical Contractor Paperwork
- 6 Metal gobos

**Misc. Total: \$ 4,900.00**

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Delivery & Pickup:	\$ 800.00
<b>Job Grand Total:</b>	<b>\$ 60,621.00</b>
Balance DUE TO DATE:	\$ 30,310.50
Service provided in exchange for advertising:	\$ 15,000.00
<b>PENDING BALANCE</b>	<b>\$ 15,310.50</b>