

Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

November 3, 2017

The Show Business Sound and Lighting Inc.
Matthew Russom
403A McDonough Parkway
McDonough, GA 30253

**Subject: Contract #1370-S: Service Agreement for Courthouse Project
Notice to Proceed**

Dear Mr. Russom:

Contract #1370-S, the service agreement for the Fayette County Courthouse audio-visual project, has been duly executed. Your contact person for this project is Phil Frieder at (770) 305-5177.

Invoices should be submitted by email to: accountspayable@fayettecountyga.gov or by U.S. Mail to:

Fayette County Finance
140 Stonewall Ave. W., Suite 101
Fayetteville, GA 30214

Attn: Accounts Payable

Thank you for your participation in this Fayette County project. If you have any questions, please contact me at (770) 305-5393, fax (770) 719-5509 or email at tburgess@fayettecountyga.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a faint circular stamp.

Ted L. Burgess
Director of Purchasing

Service Agreement Fayette County Courthouse Project

This Contract Agreement made and entered into this 17th day of October in the year 2017; by and between The Show Business Sound & Lighting, Inc, hereinafter referred to as "The Show Business", and Fayette County, Georgia.

WHEREAS, the The Show Business has been selected by Fayette County to provide and install certain audio and visual "A/V" equipment in the Fayette County Courthouse, court rooms 1B, 2B, 2C and 2D, hereinafter referred to as the "Equipment"; and

WHEREAS, the consideration exchanged for provision and installation of the Equipment shall include the servicing, testing, and repair of the Equipment by The Show Business.

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 TERM

This contract shall extend for a term of three years commencing on the date of execution.

2.0 SCOPE

- a. Annually scheduled Site service: The Show Business shall provide 3 planned visits to the Fayette County Courthouse, hereinafter the "Site", annually. Each Site service, shall include provision of regular service, necessary adjustments to and testing of the Equipment.
- b. The Show Business shall cause all returns to manufacturers of the Equipment and repair of all Equipment in need of services whether a warranty remains in place on said Equipment or not.
- c. The Show Business shall provide staff to provide immediate face-time assistance to Fayette County.
- d. The Show Business shall plan Site visits as requested by Fayette County. Where these visits are not emergencies, scheduling shall be made to accommodate court staff.
- e. Emergency Services: The Show Business shall provide a helpline This line shall be operational 24 hours a day, seven days a week. Each call to the helpline will elicit a response from The Show Time, within 2 hours. In the event court cannot be

conducted as scheduled due to a failure of the Equipment, the call by Fayette County to the helpline shall elicit an immediate response.

3.0 FEES

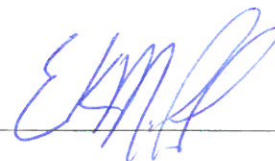
- a. No fees shall accrue to Fayette County for provision of regularly scheduled Site services by The Show Time under Section 2.0(a.) above.
- b. No fee shall accrue to Fayette County for return or repair of Equipment under 2.0(b.) above.
- c. No fee shall accrue to Fayette County for the provision of staff for face-time interaction under section 2.0(c.) above.
- d. Requests for Site visit under 2.0(d.) or 2.0(e.) above shall not cause a fee to accrue unless The Show Business cannot complete the service required by the call within the first two hours on-site (excluding travel time). Where a call requires a Site visit lasting more than two-hours, a fee will accrue to Fayette County in the amount of \$150.00 per hour.

4.0 Miscellaneous

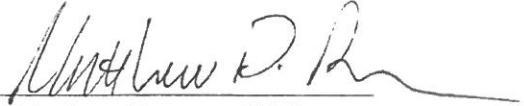
All Equipment provided by The Show Business shall remain covered by the warranties in place by manufacturers at the time of installation. Whether covered by warranty or not, The Show Business will obtain all parts required for the Equipment and/or manufacturer repair and/or equipment needed for the Equipment. All cost shall be borne by Fayette County and be calculated as the sum of the cost to the dealer plus shipping. The Show Business will bear the cost of any labor used in these repairs. The Show Business shall bear all costs of parts and labor where any warranty is declared void as a result of installation by the Show Business.

SO AGREED this 17th day of October, 2017

By: _____



Eric K. Maxwell, Chairman
Board of Commissioners,
Fayette County

By: 
Matthew Russom, CEO
The Show Business, Inc

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Id # 76133
Federal Work Authorization User Identification Number

2004
Date of Authorization

The Show Business
Name of Contractor

1370-S
#1270-S AV Project
Name of Project

Fayette County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 10, 24, 2017 in (city) McDonough, (state) GA

Matthew D. Russo
Signature of Authorized Officer or Agent

Matthew D. Russo
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 24th DAY OF October, 2017.

Stephen E. Elmi
NOTARY PUBLIC

My Commission Expires:
MY COMMISSION EXPIRES
AUGUST 28, 2021