NORCO COLLEGE

Program Review - Overall Report

2024 - 2027

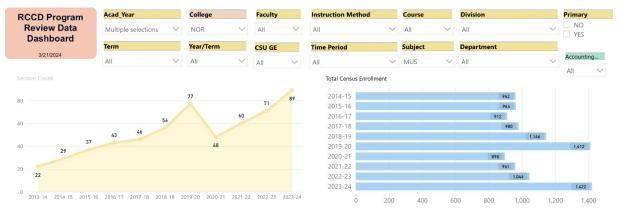
Music

2024 - 2027

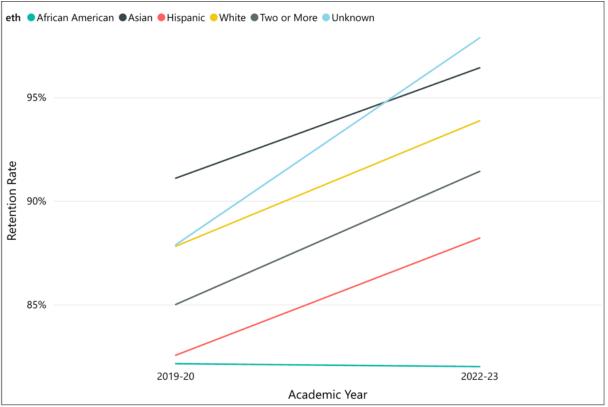
Overall Trends

What overall trends do you see in success, retention, program of study, educational planning, and awards over the past 3 or more years?

Majors (including Music, Music Technology, Music Performance, and Piano Performance) peaked in 2019 – 2020 year at 65. 2020-2021 and 2021-2022 showed declines, bottoming out at 30. Majors have rebounded to 57 for the 2022-2023 year.

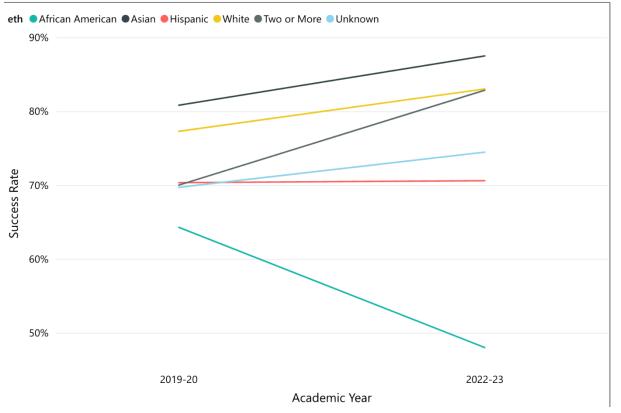


Retention rates for MUS are up from 86.6% in 2019-2020 to 90.4% for the 2022-2023 year. This reflects a similar trend for the college as a whole, with the MUS retention rate slightly higher than the college average. MUS face to face classes have a 2% higher retention rate than online. Hispanic and African American students show gaps in retention. African American retention rates have sharply declined year-over-year from 2021-2022 to 2022-2023 and are relatively flat from 2019-2020 to 2022-2023 but represent a very small sample size (n<25). Hispanic retention rates have increased over 10% since 2019-2020.



The success rate was 79.2% in the 2019-2020 year, then dipped to 73.5% for 2020-2021. It has rebounded slightly to 74.7% in 2022-2023. These trends are in line with the college as a whole with the MUS success rate one percentage point higher than average for the college. Preliminary data for MUS 2023-2024 shows the success rate up two percentage points.

African American and Hispanic male success rates show significant gaps. Hispanic females are within a percentage point of the average while African American females also show a significant gap. African Americans in the data are a small sample size so the data may be skewed. Nonetheless, the significantly increasing gap in the African American success rate is alarming. Interestingly, those students reporting two races or more, though also a small sample size, are above average. Students identifying as differently abled show much better than average success rates.



MUS enrollment is up and has fully recovered from the decline post-COVID. Enrollment pre-COVID for Spring 2020 was 621 students for 72.10 FTES. Enrollment for Spring 2024 is 685 students for 79.76 FTES. This high number could represent an anomaly, as Spring 2023 was significantly lower, but MUS enrollment appears to be healthy. In any case, the enrollment trends are up.

Faculty Hiring Request Information

The Guitar Program within the MUS discipline is growing. There is a demand for a 2-unit ensemble (MUS-77), but the Guitar Associate Faculty cannot support the additional load on his TA. An additional part-time instructor hire is planned for Fall 2024. Guitar students are populating the Music Theory sequence (MUS-3, 4, 5, 6) and will result in a modest increase in MUS ADT and AA degrees beginning this year and continuing through 2024-2025 if students stay on track.

The MUS PT to FT faculty ratio is skewed the wrong direction, with the PT load much higher than FT.. (See table of faculty TA's for Spring 2024 with resulting ratio):

MUS Associate Faculty Spring 2024 Load (Actual)

(ID number omitted)	(name omitted)	128.00	0.4056		
(ID number omitted)	(name omitted)	108.00	0.3500		
(ID number omitted)	(name omitted)	108.00	0.4000		
(ID number omitted)	(name omitted)	122.00	0.3889		
(ID number omitted)	(name omitted)	221.00	0.6139		
(ID number omitted)	(name omitted)	187.00	0.6194		
(ID number omitted)	(name omitted)	219.00	0.6583		
(ID number omitted)	(name omitted)	162.00	0.6000		
(ID number omitted)	(name omitted)	182.00	0.6556		
(ID number omitted)	(name omitted)	38.00	0.1056		
(ID number omitted)	(name omitted)	108.00	0.4000		
Total MUS Associate Faculty Load					
FT Overload			.6667		
Total Overload and PT					

Faculty Headcount = 1 FT; 11 PT

Ratios for Spring 2024

FT to PT (FT based on 1.0) = FT 16% / PT 84%

FT to PT ratio = FT 14% / PT 86% (with FT overload added to PT)

FT to PT ratio = FT 3% / PT 97%

(with overload added to PT minus FT reassigned time)

The following chart shows the FTEF for the 2013-2014 through 2023-2024 years. This clearly shows the need for an additional FT faculty in MUS.



Please add any relevant documents here.

Disaggregated Student Subgroups

Look at the disaggregated student subgroups in success, retention, program of study, educational planning, and awards for your area. Are there any equity gaps that you will address in the next 3 years?

There are significant equity gaps. Overall success and retention are good, but this doesn't appear to be translating to Hispanic and African American students.

If there are any concerning trends over the past 3 or more years, or if equity gaps exist, what is your action plan to address them?

Three trends are concerning: the decline in African American success and retention, the number of majors, and the equity gaps in both Hispanic and African American students. The sample size for African Americans is relative low (n<25), so the decline, while concerning, will need to be examined in the context of the next couple of years. I expect an increase in music majors as the guitar program continues to grow, but the number of majors will also need to be monitored to see if that data point continues to trend upward. Hispanic retention is up, but success is flat. I expect that as the strength of the MUS program continues to rebound and grow, post-COVID, retention and success will improve for Hispanic and African American students.

Please add any relevant documents here.

MUS/Increase Enrollment

Program/Unit Goal MUS/Increase Enrollment Goal Cycle

2024 - 2027

What are you doing now in support of this goal? Recruiting for ensembles; increasing MUS course offerings where viable; partnerships with area high schools.

What are your plans (3-year) regarding this goal?

Continue recruiting; increase MUS course offerings; seek out additional partnerships.

Please add any relevant documents here.

Mapping

Educational Master Plan (2020-2025): () • 2030 Goal 1: Access:

• 2030 Goal 1. Access.

MUS/Increase Degree Completion

Program/Unit Goal

MUS/Increase Degree Completion

Goal Cycle 2024 - 2027

What are you doing now in support of this goal?

Meeting with students to create clear plans through the MUS pathway to ADT and AA degrees; recruiting.

What are your plans (3-year) regarding this goal?

Continue meeting with students to define clear curricular plans to the MUS ADT and AA; present MUS information to counselors to better servce MUS majors; recruiting; visability on campus.

Please add any relevant documents here.

Mapping

Educational Master Plan (2020-2025): ()

• 2025 Objective 2.1 - KPI 4 (Academic Affairs):

MUS/Reduce Equity Gaps

Program/Unit Goal

MUS/Reduce Equity Gaps for African American and Hispanic Students

Goal Cycle 2024 - 2027

What are you doing now in support of this goal?

Promoting Equity Training for Associate Faculty.

What are your plans (3-year) regarding this goal?

Improve Equity Gaps through faculty training; utilizing clubs to promote inclusiveness; best classroom practices.

Please add any relevant documents here.

Mapping

Educational Master Plan (2020-2025): ()

- 2025 Objective 3.1 KPI 8 (Student Services):
- 2025 Objective 3.2 KPI 9 (Student Services):
- 2025 Objective 3.3 KPI 10 (Student Services):
- 2030 Goal 3: Equity:

MUS/Guest Artist and Lecture Series

Program/Unit Goal MUS/Continue the Guest Artist and Lecture Series Goal Cycle 2024 - 2027 What are you doing now in support of this goal? Inviting local artists and educators to present lectures and concerts at Norco College. What are your plans (3-year) regarding this goal?

Define a consistent funding source for the Guest Artist and Lecture Series; increase outreach.

Please add any relevant documents here.

Mapping

Educational Master Plan (2020-2025): ()

• 2025 Objective 6.8 (Academic Affairs):

MUS/Add FT Faculty

Program/Unit Goal MUS/Add FT Faculty in Guitar Goal Cycle

2024 - 2027

What are you doing now in support of this goal? Program Review.

What are your plans (3-year) regarding this goal? Add FT Guitar faculty to continue program growth, increase MUS majors, and increase MUS degree completion. Please add any relevant documents here.

Mapping

Educational Master Plan (2020-2025): ()

- 2025 Objective 7.1 (Academic Senate):
- 2025 Objective 7.5 (Academic Senate):

2024 - 2027

1. Which equity-related professional development trainings have members of your area participated in to improve student learning, student support, and/or college support?

Associate Faculty have attended on-campus flex activites.

2. What knowledge or skills/techniques have members in your area implemented from these trainings and what changes have you seen?

A few instructors are moving to OEI materials for their courses.

3. What additional equity-related professional development/trainings do you seek to better support your area?

Unsure at this time.

Please add any relevant documents here.

2024 - 2027

Are all your courses current (within four years)?

Yes

What percentage of your courses are out of date?

0%

If you have courses that are not current, are they in the curriculum process?

N/A

For out of date courses that are not already in progress of updating, what is your plan? Do you have proposals in progress for all the DE courses you intend to file?

Do you require help to get your courses up to date?

Please add any relevant documents here.

Assessment

Rehearsal Space(s) for Choir, Guitar, and Band Ensembles

Resource Year 2024 - 2027

What resources do we already have?

Theater space is currently being used for ensembles other than band but then limits the use of the theater for performance preparation (lights and sound; sets for THE).

What resources do you need?

A building, portables, or renovation of a large classroom on campus for MUS use.

\$ Amount Requested 300,000

Resource Type BUDGET: Facilities Building, Remodel

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

Goal 1.1 and 1.2: helps increase FTES by allowing for more ensembles Goal 6.8: Stimulate regional arts development

This request for my area is Priority #:

1

Is this request

New

Mapping

Educational Master Plan (2020-2025): ()

- 2025 Objective 1.1 KPI 1 (Academic Affairs):
- 2025 Objective 1.2 KPI 2 (Student Services):
- 2025 Objective 6.8 (Academic Affairs):
- 2025 Objective 7.1 (Academic Senate):
- 2030 Goal 1: Access:
- Instructional: MUS Music: (.)
 - MUS/Increase Enrollment: .

Budget Line Item to Support MUS Concert and Lecture Series

Resource Year

2024 - 2027

What resources do we already have?

Ad hoc based on administrative discretional budget

What resources do you need?

Money for Special Projects for Faculty and Stipends for Guests outside the RCCD system

\$ Amount Requested

5,000

Resource Type

BUDGET: Request Ongoing Funding (Support, Mktg)

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

EMP 6.7; EMP 6.8;

This request for my area is Priority #: 3 Is this request New Mapping Educational Master Plan (2020-2025): ()

- 2025 Objective 6.7 (Planning and Development):
- 2025 Objective 6.8 (Academic Affairs):

Instructional: MUS - Music: (.)

• MUS/Guest Artist and Lecture Series: .

New Upright Pianos for MUS Practice Rooms

Resource Year

2024 - 2027

What resources do we already have?

3 old pianos in practice rooms; over 12 years old and sub-standard brands for an educational program

What resources do you need?

3 new Yamaha U-3 upright pianos

\$ Amount Requested 24,000

Resource Type

ITEM: Equipment, Services, Software, Furniture

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

Pianos in the practice rooms are utilized by students in the following MUS courses: MUS 3, 4, 5, 6, 32abcd, 38, 39, 41, 78, 79, 81, and 87. Student Success.

This request for my area is Priority #: 2

Is this request New

Increase in Budget for Piano Tuning and Repair

Resource Year

2024 - 2027

What resources do we already have?

There is a budget that can be used for piano tuning, but is inadequate as prices have increased and the older pianos in the practice rooms need ongoing repair.

What resources do you need?

Money for contracting piano technician

\$ Amount Requested

3,000

Resource Type

BUDGET: Request Ongoing Funding (Support, Mktg)

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

Pianos in the practice rooms are utilized by students in the following MUS courses: MUS 3, 4, 5, 6, 32abcd, 38, 39, 41, 78, 79, 81, and 87. Student Success.

This request for my area is Priority #:

4

Is this request New

Resource Requests

Camera and Microphones for Live Stream of Theater Events

Resource Year

2024 - 2027

What resources do we already have?

None

What resources do you need?

High resolution camera; high resolution matched pair of microphones with high sensitivity and low noise; installation

\$ Amount Requested

13,500

Resource Type

ITEM: Equipment, Services, Software, Furniture

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

Goals 6.6, 6.7, and 6.8: increases reach of MUS and makes performances widely available to the community **This request for my area is Priority #:**

6

Is this request

New

Mapping

Educational Master Plan (2020-2025): ()

- 2025 Objective 6.6 (Student Services):
- 2025 Objective 6.7 (Planning and Development):
- 2025 Objective 6.8 (Academic Affairs):

Instructional: MUS - Music: (.)

• MUS/Guest Artist and Lecture Series: .

Media Table for Theater - Allows Mixing from the house to better support performances

Resource Year

2024 - 2027

What resources do we already have?

None

What resources do you need?

Mixing table customized for the slope of the theater able to hold the mixing board and rack mounted gear such as wireless microphone receivers and outboard digital processors. Custom build and installation.

\$ Amount Requested

8,000

Resource Type

ITEM: Equipment, Services, Software, Furniture

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

Supports performances: MUS 38, MUS 39, MUS 41, MUS 52, MUS 70, MUS 78, MUS 79, MUS 81, MUS 87

This request for my area is Priority #:

5

Is this request

New

Mapping

Educational Master Plan (2020-2025): ()

• 2025 Objective 6.8 (Academic Affairs):

Resource Requests

Increased Budget for Music

Resource Year 2024 - 2027

What resources do we already have?

A comprehensive music library is being built, but still requires resources to improve breadth of musical selections.

What resources do you need?

More major works; more standard literature from respective style periods; music library boxes for storage; more jazz.

\$ Amount Requested

4,000

Resource Type

ITEM: Instructional Supplies

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

Exposes students to great choral literature.

This request for my area is Priority #:

7

Is this request New

Bose L1 Pro 16 PA System (Portable) for smaller scale live performances

Resource Year 2024 - 2027

What resources do we already have? Large PA system, but is unwieldy to support smaller performance forces

What resources do you need?

Bose L1 Pro 16 PA System to support smaller scale performances: guitar, guitar and vocal solo, piano and vocal solo, etc.

\$ Amount Requested 2,000

Resource Type ITEM: Equipment, Services, Software, Furniture

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

Support multiple classes within MUS discipline

This request for my area is Priority #: 7 Is this request

New

Increase in budget for music purchasing

Resource Year

2024 - 2027

What resources do we already have?

Currently building a music library so have multiple music selections

What resources do you need?

Need more music: comprehensive collections from respective style periods, more major works, jazz, music library boxes for storage

\$ Amount Requested

Resource Requests

4,000

Resource Type

BUDGET: Request Ongoing Funding (Support, Mktg)

Please summarize how this request supports one or more EMP Goals, Equity goals, your program plans or goals, and/or is supported by outcomes assessment data.

Supports Continuing Work of Choir and exposes students (and audiences) to broad variety of great literature **This request for my area is Priority #**:

8

Is this request

New

Faculty Professional Development Requests

2024 - 2027

Resource Request

What resources do we already have?

One full-time faculty member in MUS.

Potential Funding Source(s)

What resources do you need?

Request related to EMP goal or Assessment?

EMP Goal 9, EMP Goal 7, EMP Goal 1

\$ Amount Requested

131,136

Resource Type

FACULTY: New Full time Faculty (Associate faculty requested through Department Chair and Dean)

The evidence to support this request can be found in:

Data Review

This request for my area is Priority #:

1

Faculty Hiring Resource Request Form

Department Information Department Chair Email:

kim.kamerin@norcocollege.edu

Faculty Requesting Email:

kim.kamerin@norcocollege.edu

Faculty Position Requested:

MUS - Guitar

This request is for:

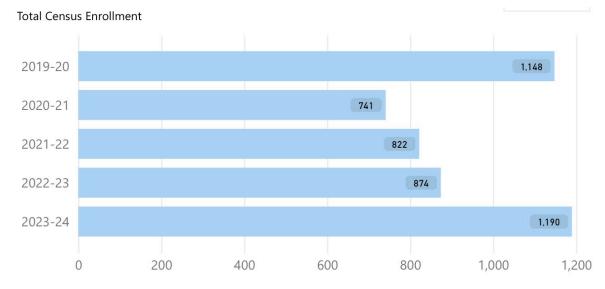
Growth position in existing program

In what sections of your program review can the objectives and justifications for a new faculty hire be found?

Data Review

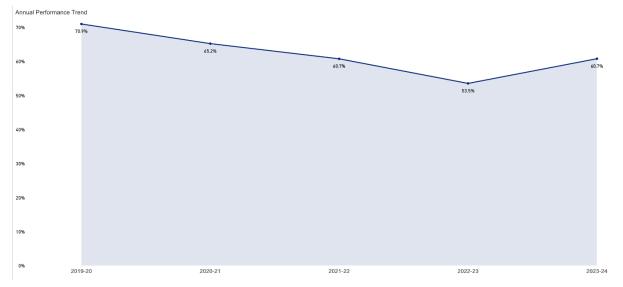
Statistical Data - Please email Research@norcocollege.edu to request assistance with completing questions requesting data, dashboards are under development. Student Enrollment

Provide the total number of students enrolled in the discipline for each term in the last three years:



Provide the percent capacity/fill rate for each semester in the discipline for the last three years:

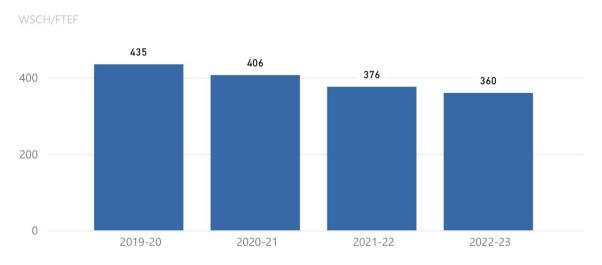
I apologize .. I could not find the semester by semeser breakdown, but here is a summary by year of that information.



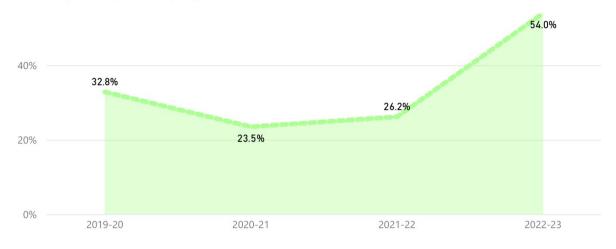
Provide the average class size at Census for each semester for the last three years:

I apologize ... I can't find that data in Power BI

Provide the efficiency (WSCH/FTEF) for the last three years:



Scheduling Efficiency (FTES/Capacity FTES)



Instructional Data

Total number of sections offered in the discipline for the primary semesters in the previous year:

63 (2022-2023); 77 (2023-2024)

Are any of the sections cross-listed?

Yes

If so, how many?

8

Total number of units offered in the discipline for the primary semesters in the previous year:

Proportion of full-time vs adjunct instruction

Number of full-time instructors currently in the discipline:

1

Full-time instructors by headcount:

1

Full-time instructors by FTEF:

.62 (Full Year) 2023=2024; .4 2022-2023

Number of associate faculty instructors currently in the discipline:

13

Associate faculty instructors by headcount:

13

Associate faculty instructors by FTEF:

9.39 (2023-2024 Fall, Spring); 10.21 (Summer, Fall, Winter, Spring)

Total FTEF reassign NOT reoccurring each year (do not include dept. chair):

0

How many additional full-time faculty can this discipline support towards reaching a 75/25 full-time to adjunct ratio?

6

Educational Program - Responses should provide detailed information specifically addressing what is asked. This section will be scored as a whole, so please avoid redundancy, there will be no advantage to restating the same information in multiple answers. Please do not include data that is already included in the above sections. Also, the information you provide should reflect justifications in program review sections. (50 Points)

Describe how this discipline/program/unit contributes to the Educational Master Plan with regard to the Goals and Objectives. If relevant to this application, provide data for certificates, degrees, employment opportunities, etc...

Goal 1.1 and 1.2: MUS is growing and has surpased pre-COVID enrollment headcounts and FTES. Efficiency, although below targets, is trending up.

Goal 2.1: Increased enrollment in MUS overall is contributing to an increasing number of MUS majors. AA and ADT completors are expected to increase for 2023-2024 and 2024-2025.

Goal 3: MUS provides strong community for students, particularly in ensembles (Choir, Guitar), and Music Theory.

Goal 6.7 and 6.8: MUS provides community outreach and multiple concerts, guest artists, and lectures each year - all free and open to the public.

Indicate what this new hire will contribute to your department or discipline that currently cannot be accomplished by the existing faculty.

Considerably improves PT to FT ratio in MUS.

Continued growth of the Guitar Program leading to more students, FTES, and completors.

Increased community outreach and recruitment.

Goal 3: A new FT position increases student access to instructors and could contribute to closing equity gaps.

Goal 7.1: MUS requires a FT position in Guitar to increase the depth and breadth of MUS program.

Explain the impact this hire will have on other disciplines, programs, and the college.

This hire could help improve enrollment and FTES in the MIS program, as many MUS students cross over to take one or more MIS courses.

Increased enrollment in MUS helps the college meet enrollment goals overall.

While MUS is already very active with clubs and organizations, this hire could improve capacity for student engagement through the further expansion of student and club activities.

A new instructor increases access to guidance and mentorship for students that could lead to improvement in equity gaps.

A new instructor increases capacity in Applied Music courses: MUS 38, MUS 39, MUS 78, MUS 79 and MUS 87.

A new instructor increases capacity in Guitar courses and ensembles: MUS 37, MUS 70, and MUS 77.

A new instructor increases the size of VAPA. VAPA representation in college goverance will increase.

A new instructor increases the visibility and improves the reputation of MUS at the college and in the community.

Explain the impact if this faculty position is NOT hired.

Additional PT faculty will have to be hired to continue growth in the Guitar program, further increasing the already poor FT to PT faculty ratio.

Current Guitar faculty will continue to be overworked due to their dedication to the college and students.

Current FT MUS faculty will continue to be overworked as the MUS discipline grows and responsibilities increase.

VAPA faculty will continue to be underrepresented in college goverance.

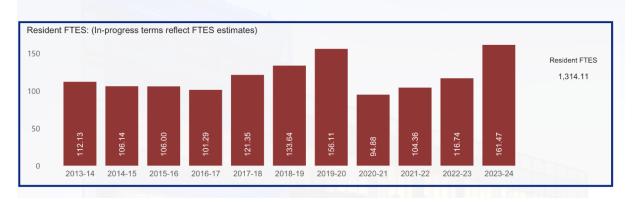
Recruitment will suffer and areas of potential growth may not be leveraged.

Potential for community outreach will be limited.

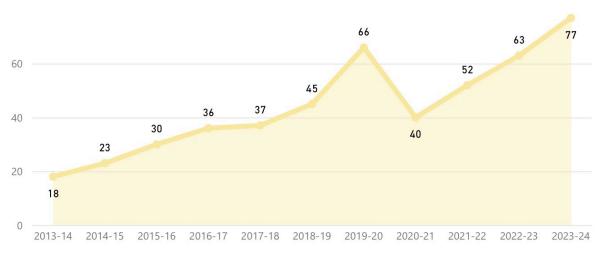
MUS student opportunity will be limited.

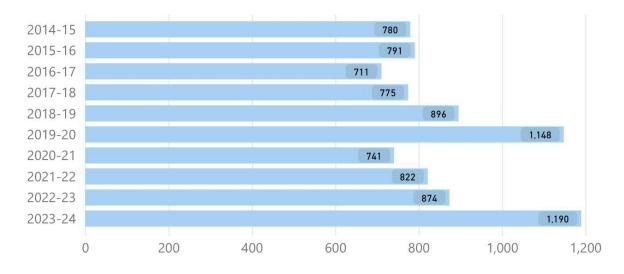
Please describe any other factors not already addressed that reinforce the need for a full-time faculty hire.

MUS is a single faculty discipline and has been so since the FT MUS hire in 2013. The responsibilities of the FT MUS faculty have significantly increased since initial hiring. The charts show MUS growth since 2013 - 2014:



Section Count





Instructional Summary - Complete this section for Instructional Faculty only

```
1. How many additional full-time faculty can this discipline support towards reaching a 75/25 full time to adjunct ratio?
```

6

2. How many approved hires within this discipline are currently unfilled?

0

3. How many growth positions in this discipline are being requested and prioritized before this position?

0

4. Complete the calculation = (1-2-3) =

6

5. How many full-time faculty were employed in the discipline in the most recent Fall term?

1

6. Department Relative need total:

```
6
```

Counseling Summary - Complete this section for Counseling Faculty only

- 1. The number of students for the most recent Fall term relevant to your program.
- 2. How many full-time faculty are in your discipline, including retiring faculty?
- 3. How many growth positions in this discipline are being requested and prioritized before this position?
- 4. Calculation: (2) + (3) =
- 5. Please provide a state-mandated or institutional set student per faculty target ratio.
- 6. Complete the calculation using the above questions [(1)-(5)x(4)]/(5)=
- 7. Relevant Need: (6/4)=

Library Summary- Complete this section for Library Faculty only

- 1. The number of FTES for the most recent Fall term.
- 2. How many full-time faculty are in your discipline, including retiring faculty?
- 3. How many growth positions in this discipline are being requested and prioritized before this position?
- 4. Calculation: (2) + (3) =
- 5. The state-mandated or institutional set FTE per faculty ratio.
- 6. Complete the calculation using the above questions [(1)-(5)x(4)]/(5)=
- 7. Relevant Need: (6/4)=

Submit

Ready to Submit?

For Administrative Use Only

Funding Status

Faculty Hiring Resource Requests APC Ranking

Notes

2024 - 2027

Program Review Reflections

What would make program review meaningful and relevant for your unit? Unsure. What questions do we need to ask to understand your program plans, goals, needs? How does your program impact students in ways not measured by current data gathering? What types of data do you need to support your program plans, goals, needs? Unsure. If there are any supporting documents you would like to attach, please attach them here.

Quote for Camera and Mics for Theater (Streaming).pdf

Submission

All parts of my Program Review have been completed and it is ready for review.

Yes

Quote

23-0808

Norco - PTZ



Bill To			Designated Contact	Venue			
Norco Colle	ege		Norco College	Not Spe	ecified		
2001 Third			Daniel Lambros				
Norco, CA			2001 Third Street				
Phone: ?95			Norco, CA 92860				
Email: Dan	iel.Larr	nbros@norcocollege.edu	Phone: 951-739-7820 Email: Daniel.Lambros@norcoco	llege.edu			
Delivery M	ethod	: Not Specified - Conta	act Sales Rep	Departmen	0		
				Sales Rep:	Jon Hy	kas	
Return Me	thod:	Not Specified - Conta	act Sales Rep	Status:	Inquiry		
				Terms:	Net 30	(PO Req)	
Туре	Qty	Item Description		Billed At	Price	Disc	Ext. Price
Stream	ing						
Retail	1	Sony/SRGX120 HD/4k* SDI/HDMI/NDI/IP stre	PTZ Camera, 12x zoom, 3G- aming, POE+ - Black	Sale	2,345.00		2,345.00
Retail	1	Sony/RMIP10 RM-IP10 Controller	- PTZ Compact Remote Camera	Sale	1,894.00		1,894.00
Retail	1	4006C Stereo Pair with C	Clips and Windscreens in Peli Case	Sale	4,733.00		4,733.00
				St	reaming	Fotal:	8,972.0
Labor							
Labor	2	General- Permanent Inst	aller/Integrator	1 b. SC Regular Day	1,300.00		2,600.00
Retail	1	Install Supplies		Sale	1,000.00		1,000.00

Page 1 of 3 Bates e500015





Norco - PTZ

PCE Events.Activated

PCE Orange County

7601 Woodwind Drive, Huntington Beach, CA 92647 | 714-841-6455 | www.gopce.com

Summary for Quote 23-0808

Carefully review the following for accuracy

Delivery Method:	Not Specified - Contact Sales Rep	Subtotal:	\$12,572.00
Return Method:	Not Specified - Contact Sales Rep	Orange County Sales Tax:	\$772.83
		Total:	\$13,344.83



By signing this Contract, you indicate that you are an authorized agent of the above-named "Bill To" Account.

Your signature constitutes your acceptance of this Contract and our Standard Terms & Conditions (below).

Sign Signature:





Standard Terms and Conditions between Lessee and Bar None Group, inc dba Pacific Coast Entertainment (PCE) Revised 09/29/2020

Availability: Equipment availability and pricing are subject to the availability at which time a quote is moved to Confirmed status in PCE's rental system. PCE does not hold or reserve any equipment until a signed quote is received and PCE has had time to verify the availability of such equipment. PCE reserves the right to make substitutions to equipment on an as needed basis, and will always use like or better substitutions.

Purchase Orders: If your organization requires a Purchase Order (PO), please send that to us ASAP. If a PO is required and not provided, Pacific Coast Entertainment is not responsible for pursuing the PO. Once the invoice is sent to the client (with or without the PO), payment is still due according to the terms of the contract.

Rental Deliveries: Delivery times are provided to customers in 2-hour windows. It is the customers responsibility to be at the delivery location ready to accept equipment during this window. Any delays caused by customer may result in additional charges, or a missed delivery. In the event of a missed delivery, the customer may pay an additional delivery fee, and reschedule delivery at PCE's availability. On rental orders with delivery and/or pickup, PCE only provides a driver to assist in the loading and unloading of equipment. It is the customer responsibility to assist in unloading as needed. Once equipment leaves PCE's truck custody is transferred to the lesse. Delivery windows are not guaranteed and may be subject to delays within or outside of PCE's control. PCE shall not be liable for consequences or damages resulting from delays in delivery resulting from circumstances within or outside of PCE control.

Rental and Production Cancellation Policy: For any rental orders cancelled within 1 business day of your expected ship or will call time a 75% restocking fee will be assessed. For rental orders cancelled within 3 business days of expected ship, a 50% restocking fee will be assessed. For any production order cancelled within 5 business days of your expected delivery time, customer will be liable for a 75% restocking fee on equipment, as well as the full value of labor and delivery charges for first scheduled day of work.

Retail Cancellation and Restocking: Returns are accepted on in stock and special-order items for a period of 7 days from the time of delivery and are subject to the following restocking fees. In stock retail items are subject to a 30% restocking fee. Special order items are subject to a 60% restocking fee. Custom and made to order products may not be cancelled and are non-refundable and non-returnable due to the custom nature of these items.

Rush Orders: For rental and production orders that confirm within 24 business hours of the ship time, PCE may charge a \$150 nonrefundable rush fee. This fee will remain in place even in the event of order cancellation, in addition to standard cancellation fees. Orders confirmed within 24 business hours are still subject to equipment and labor availability. Confirm with your agent the feasibility of such orders.

Interest and Credit Card Fees: If any balance owed to PCE is over 14 days past due, the remaining balance will bear an interest of 1.5% per month. Lessee agrees to pay any attorney, court, legal or collection fees related to the collection of any balance that is 45 days or more overdue. A 3.5% Processing Fee will be added to the total of any Credit Card payment applied to a Quote totaling \$2,500.00 or greater.

Use and Return of Equipment: Lessee agrees to return equipment in the same condition that it was received. All equipment must be returned by the time and date stated on confirmed contract, unless otherwise agreed to, in writing, between lessee and PCE. If equipment is not returned by the agreed upon time, lessee will incur additional charges for each day equipment is not returned, and shall be liable for any losses PCE incurs due to the late equipment. It is lessee fails to return equipment or losse equipment, PCE will bill lessee at PCE's list rate for missing equipment. It is lesse's responsibility to ensure that all equipment is received at time of pickup, and returned by the time and date stated on confirmed contract. PCE will inform lessee of any missing equipment once returned items have been checked in to PCE's system, and items have been thoroughly inspected for damage. Equipment shall only be used by qualified agents determined by the lessee. Failure to operate equipment due to a lack of training, or qualification is not cause for refund and shall incur full rental charges if equipment is deemed by PCE to be in working order. Lessee agrees to adhere to any restrictions and laws during the use of this equipment. Once equipment is not reuses losse of the lessee is responsible for any loss, damage or theft including but not limited to: burglary, fire, firaud, disappearance, water, confiscation or acts of God. In such instances lesse a pay PCE the full replacement value of the item(s) without depreciation in addition to PCE losses or damages resulting from the inability to rent such equipment, and PCE inventory control costs as determined by PCE. If an item can be repaired as determined by PCE, the lessee agrees to pay the costs as determined by PCE to repair the item.

Liability of PCE: The lessee acknowledges that it has examined all equipment and found it in appropriate working order. Non-functioning equipment shall be reported to PCE immediately at the time of discovery via the PCE after hours phone number-714-727-5400. In the instance of damaged or inoperable equipment the lessee shall return the equipment during regular operating hours to PCE for repair or replacement. In the instance that PCE cannot repair or replace the equipment, the lessee is entitled to a pro-rated refund or credit, that is limited to the rental value of the non-functioning item. Lessee accepts that any and all services, equipment and labor are provided without guaranty of any kind. Lessee further understands that PCE assumes no liability whatsoever for any person, company or other entity for any type of injury or damage claim related to a) equipment b) use of equipment c) any labor or services provided as a result of this contract. Lessee waives the right to any claims against PCE.

Ownership: Lessee acknowledges that PCE maintains sole ownership of all equipment. Lessee shall not sub-rent or transfer any of the equipment under this agreement to any other party. Lessee does not have any right to mortgage or guarantee any equipment in this contract to any other party.

Representations and Warranties: PCE makes no warranties. Lessee acknowledges that the equipment is of a model, size, and design selected by or equal or exceeding that selected by the Lessee. PCE has not made and does not make any representation or warranty regarding the condition, quality, durability, suitability, or merchantability of equipment as to the use to which it is being applied. Lessee agrees to hold PCE harmless for any illegal use, nonperformance of equipment, and specifically for any unauthorized use where life-threatening or substantial risk to life and/or property may be present. PCE shall not be responsible for any subsequent costs incurred by lessee for equipment failure.

Indemnity: Lessee agrees to indemnify and hold PCE and all of its employees, subcontractors, officers and agents harmless from any legal claims, actions, lawsuits, and other proceedings resulting from use of equipment or execution of this lease. The exception to this being the willful negligence of PCE.

Shipment: Unless otherwise specified and agreed upon by PCE and the lessee, the lessee is responsible for any and all costs of shipment to and from the lessee. Lessee is responsible for any loss or damage of equipment during shipping. PCE's acceptance of returned equipment does not waive lessee's responsibility for damage prior to return. PCE will test and check all equipment and inform lessee of any identified damages within 7 days of return.

Union and Incidental Costs: Lessee agrees to be responsible for all union fees, venue fees, promoter fees, dock fees, parking and yard fees, electrical fees and any fees pertaining to weight of equipment, trucking and permitting and any storage fees pertaining to this contract.

Insurance / Security Deposit:

a Equipment: Lessee agrees that it is responsible, at the lessees cost, to insure all equipment for its full replacement cost. Coverage must begin at the time the equipment leaves PCE's premises. Insurance should name PCE as the payee for loss or damage to the equipment. Limit of insurance must be sufficient to cover the replacement cost of the entire contract. b. General Liability: Lessee agrees to maintain, at its cost, a general liability policy including coverage for independent contractors and contractual liability pursuant to this contract in a policy amount meeting or exceeding \$1,000,000 per occurrence. Insurance should name Bar None Group, Inc. as additionally insured for the term of the contract and must include Broad Form Contractual Liability. Personal Injury Liability, Completed Operations and Products Liability. In the case of a claim this policy must be exhausted before any obligation arises under PCE's Insurance. c. Insurer: Any insurance obtained by the lessee pursuant to this contract must be issued by an insurance carrier who is authorized to do business in the state of California and who maintains a BEST rating of A or better.

d. Waiver: All insurance maintained by the lessee in accordance with this contract and its above terms and conditions shall contain a waiver of subrogation against PCE. e. Certificate of Insurance: Before taking possession of any equipment the lessee shall provide a certificate of insurance along with any other insured, loss and payee endorsements confirming the coverage specified in the above terms and conditions. All certificates must be signed by an authorized agent of the insurance company.

specified in the above terms and conditions. All certificates must be signed by an authorized agent of the insurance company. f. A Credit Card authorization must remain on file with PCE to cover lost, missing, late, and/or damaged equipment. This card will be charged for such overages unless another payment method is provided. Said card must remain active and maintain an available balance sufficient to cover the maximum damages applicable to your order, including total loss and lost revenue damages. ATM and debit cards will not be accepted; cards must be a true credit card drawn on a major institution. PCE reserved the right to determine card eligibility on a case by case basis.

Legal Proceedings: This lease shall be governed by the laws of the state of California. Lessee agrees that any legal proceedings resulting from this contract will be brought in the Superior Court in the State of California for the County of Orange. Lessee agrees to pay PCE's legal fees that arise from legal proceedings relating to PCE's enforcing the terms and conditions of this contract. The lessor and lessee agree that if the lessor was to breach the provisions of this contract by failing to provide agreed equipment or services that damages would be extremely difficult to determine and any proof of damages would be speculative. Due to these facts, parties agree that in such an event PCE will be obligated to pay the lessee up to a sum of \$500 as liquidated damages and the lesser shall accept this sum in lieu of all other monetary damages that have or may have been suffered due to lessor's said breach.

Government Permits and Licensing Laws: Lessee is responsible to obtain any permits or licenses pertaining to the use or operations of equipment. Furthermore, the lessee agrees to comply with all applicable laws and regulations.

Penal Code Provisions: Lessee acknowledges the California Penal Code Section-484 which states that the intent to commit theft by fraud may be presumed if one who has leased or rented the personal property of another pursuant to a written contract fails to return the property to its owner within 20 days after the owner has made a written demand following the expiration of the lease or contract. Lessee also acknowledges that Penal Code Section-484 also states that such intent may be presumed if one presents to the owner the personal property identification which bears false information for the purposes of obtaining a lease or rental agreement.

Additional Provisions: The general terms and conditions addressed above shall apply to all and any equipment rented or leased from PCE. Section headings are for convenience and should not be considered among the terms and conditions of this contract.

Severability: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions contained within this Agreement, but such term or provision shall be deemed modified to the extent necessary in the courts opinion to render such term or provision enforceable, and the rights and obligation of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Quote 23-0808 Generated 3/14/2023 8:50 AM

Page 3 of 3 Bates e500015

