



Rental Contract and Terms – 2015 - 2016

1. **Title.** The equipment remains, and shall remain at all times, the personal property of Lessor (Computer Projection Rentals, Inc. d.b.a. CPR MultiMedia Solutions) and the Lessee shall not have any rights of property interest herein. Lessor shall be permitted to display notice of its ownership by affixing its name to each item of leased equipment in an identifying stencil, plate or other indication of ownership.
2. **Cancellation** of a rental job will result in a 100% charge if the job cancels less than 4 full business days (96 hours on business days) prior to load-in and a 50% charge if cancelled between 4 and 7 business days (96 to 168 hours on business days) prior to load-in. In addition, at any time, lessee will be liable for charges incurred by CPR regardless of cancellation date.
3. **Agreement and Subletting by Lessee.** Lessee shall not assign this agreement in whole or in part, nor assign any right in or interest to the equipment, nor permit any lien or encumbrance to exist thereon.
4. **Rent.** Lessee shall pay the rental charges indicated in this agreement for the period during which the equipment is rented and shall pay any additional charges payable under this agreement, which shall be construed as additional rent, when due.
5. **Rental period.** The rental period begins on the date of delivery and continues through the regular business day that the equipment is made available for pickup, unless other arrangements have been specified on the contract. If Lessee holds the equipment beyond the terms of the contracted agreement or any agreed extension, it shall be liable for rent at twice the rate indicated herein for each installment period or portion thereof that the equipment is retained.
6. **Location and inspection of equipment.** The leased equipment will be delivered by Lessor to Lessee and picked up from Lessee at the same location as delivered at the end of lease, unless otherwise agreed to on signed quote/contract. The equipment shall remain at the delivery location indicated in this agreement throughout the rental period, or at such other location agreed to in writing by Lessor. Lessor shall have the right to inspect the equipment at the indicated location at any time, with reasonable advance notice to Lessee.
7. Lessee shall not engage in any activity or permit the equipment to be used in connection with any activity, legal or illegal, which could result in confiscation, attachment or removal of, or the placing of any lien upon, the equipment.
8. **Additional Equipment and Labor.** The Customer must sign and assume responsibility for any on-site additions of equipment or labor. If Lessor rents additional equipment or contracts additional labor under any prior or subsequent agreement, the terms of which overlap this agreement, Lessor may consider all such agreements to be part of a single agreement. Lessee's breach of such agreement shall be a breach of all of them, and Lessor's rights under any such agreements shall extend to all of them and all of the equipment rented thereunder.
9. **Labor** is billed as expended, not as estimated. All labor (unless otherwise specified on the quotation) will be subject to a 10-hour minimum, except for stagehand labor, which will be subject to a 5-hour minimum. Any Labor over 10 hours in one day will be billed at 1.5 times the normal rate. Labor incurred from Midnight to 8:00 am will be billed at 1.5 times the normal rate. Any labor over 14 hours continuous, will be billed at 2 times the normal rate. Holiday labor rates will be specified on the quotation. Onsite labor is billed in full hour increments (rounded up) and begins with call time on the first day and ends with the release of crew from show site on the last day of show.
10. **Meal Breaks.** A full day labor call requires a 1-hour meal break or a ½ hour catered break. Additional breaks are required at least once per every additional five-hour period. Meal breaks are not credited against hours billed; however, failure to provide meal breaks may result in a meal penalty charge.
11. **Short Turnaround.** All hours worked by crew called back to work before an eight (8) hour rest period has been given will be billed as overtime (1.5 x quoted rate) and double time (2 x quoted rate) added on to the prior day's hours. Note: Double-time in this instance is charged for all hours in excess of 14 since the start of the prior day.
12. The Customer will be responsible for any additional charges resulting from **venue union regulations.**

Client Signature: _____

Printed Name: _____

Organization/Company Name: _____

Date Signed: _____

13. The Customer will be responsible for all **electrical tie-in charges**.
14. **Collection.** Lessee agrees to pay a monthly interest charge of 1 % on amounts outstanding past the due date. Lessee agrees that any trade discounts or prompt pay discounts previously given will owed by the Lessee if invoices are not paid by the due date. Lessee will be liable for any and all collection and/or litigation costs including, but not limited to, attorney fees and court expenses incurred due to failure in paying for any part of the purchase price the invoice terms.
15. **Insurance.** Lessor shall have the right to require Lessee to furnish Lessor a certificate of insurance evidencing that the equipment is insured for its full replacement value against damage or loss. Lessee agrees to cover their deductible. Lessor may also require Lessee to show evidence of liability coverage. Lessee agrees to keep property in his custody and not to sublease or rent it unless prior agreement has been made. Lessee shall give immediate notice to Lessor in the event of any accident involving the property. If the property has been damaged to the extent that it is not useable, the rental rate on the equipment shall continue until the property has been repaired or replaced.
16. **Security, storage, and use of equipment.** The location, use and storage of equipment shall be such as to provide at all times reasonable safeguards against damage, loss, or theft. Lessee assumes financial responsibility for all CPR equipment any time during the rental period when CPR staff has not been hired to be in attendance. Unless specified otherwise in the contract, the equipment shall be operated only under the direct supervision of personnel in the direct employ of the Lessor who are familiar with and qualified to operate such equipment.
17. Lessee agrees in the event of theft or loss of said items or accessories, that Lessee shall reimburse Lessor at established new costs (replacement value) or provide additional item or accessories, and that the rental rate shall continue until Lessor is reimbursed in full or either basis stated above.
18. Lessee assumes full responsibility for damages injuries and accidents resulting from the use of said equipment by anyone other than personnel in the direct employ of the Lessor and absolves Lessor of any responsibility thereof.
19. **Purchase.** The rental rate quoted is based on rental only and is not applicable to purchase of the same or similar equipment. Terms for “rent or buy” are available but must be negotiated in advance.
20. **Repairs.** Lessee acknowledges that the equipment is in good condition and that it will be returned in the same condition, subject only to ordinary “wear and tear.” If CPR equipment is left in the care and custody of Lessee, Lessee will be asked to sign off on the physical and/or operating condition of equipment at the time it is left in the Lessee’s custody and agrees that any subsequent damage to the equipment will be the full responsibility of Lessee. Any necessary repairs due to Lessee’s negligence shall be the sole expense of the Lessee. Lessor may repair the equipment or replace the same if available. Lessee shall not undertake repairs, modifications or disassemble of rented equipment without prior written permission of Lessor.
21. **Warranty.** Unless there is an agreement to the contrary, Lessor does not warrant the fitness or suitability of the equipment rented for any specific use or purpose. The Lessor shall not be liable for any direct or consequential damages or losses by reason of failure of the equipment to operate or faulty operation of equipment.
22. **Media.** Unless there is an agreement to the contrary, Lessee understands that all raw media recorded by CPR is the sole property of CPR. Lessee also understands that, unless there is an agreement to the contrary, CPR may make audio and video recordings of our productions to be used in promotional efforts to demonstrate CPR’s production capabilities.
23. **Default.** Failure to pay the rent on time; failure to perform any obligations under the lease; and the bankruptcy, insolvency or unsatisfactory financial statement of Lessee are all “events of default” without written notice to Lessee. In the event of any such default, Lessor shall without written notice or demand declare the balance of all rent to be due and payable. The Lessee hereby authorizes Lessor’s right to retention and use of said equipment; and the Lessee agrees to indemnify and pay to Lessor reasonable attorneys’ fees and costs of repossession and collection of any money due Lessor.
24. This agreement and all amendments thereto shall be interpreted and governed by the Laws of the State of Maryland.

Client Signature: _____

Printed Name: _____

Organization/Company Name: _____

Date Signed: _____