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Pro Video Group Rental Policy Agreement

Please printout this completed contract, sign/date and fax to 717-746-1010. (A scanned email attachment is also acceptable)

This Rental Agreement is entered into by and between Pro Video Group LLC. and referred to herein as LESSOR and _____, referred to herein as LESSEE.

This Agreement shall include and be subject to the following terms and conditions.

Items listed on Invoice Number(s):* _____ (*If more than one invoice, please list all pertaining invoice numbers.)

1. TERM OF RENTAL: ____ / ____ / ____ through ____ / ____ / ____

2. RISK OF LOSS/REPAIR/REPLACEMENT COST: Lessee shall bear any and all risk of loss and/or damage to the Property regardless of whether such loss or damage may have been caused by Lessee, Lessee's agent, Sub lessee, shipper or any third party. The Lessee agrees to keep the Equipment, as identified in this Agreement pursuant to the terms of this Agreement, in good working condition. When Equipment is returned to Lessor it should be returned in the same condition as when rented. The Lessee assumes full responsibility and any legal liability when in possession of the Equipment. If the Lessee does incur liability and Lessee suffers a loss; the Lessee will reimburse Lessor for all costs connected with the claim. The Lessee uses the equipment at his sole risk. Any Equipment damaged as a result of the Lessee's use is Lessee's responsibility. Lessee shall be responsible for the cost to replace same item or closest comparable model at current retail price without deduction for depreciation. In addition to the foregoing, the Lessee agrees to pay Lessor a sum equal to the rental rate herein charged for the loss of use during the time that Lessor is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired. The acceptance of the return of the rental equipment is not a waiver by Lessor of any claim that it may have against Lessee.

3. DELIVERY AND RETURN: For purposes of this Agreement, Lessee shall be deemed to have taken delivery of the Property from the time the Property is set aside from Lessor's general inventory for Lessee's use. Lessee shall have deemed to have returned the Property only at such time as Lessee shall have returned the property to lessors receiving department. Acceptance by Lessor shall mean that Lessor shall have unpacked the Property from its shipping container, examined it for damages. The acceptance of the returned Property is not a waiver by the Lessor of any claims Lessor may have against Lessee, nor a waiver of claims for latent or after discovered damage to Property.

4. INSURANCE: Lessee must prove insurance prior to rental. Lessee can do this by providing a certificate of insurance or by posting a bond equal to the replacement value of the Equipment. The Lessee shall name Lessor (Pro Video Group, LLC) as an additional insured loss payee on Lessee's liability and property insurance.

5. CREDIT CARD: If Certificate of Insurance is not submitted to Pro Video Group by lesser, lesser has the right to submit a credit card authorization-only-transaction for full replacement cost of leased equipment. Upon the return of leased equipment and providing no damage was done during the leased period the authorization - only - transaction will be removed. In the event the item is lost, stolen or damaged lesser gives Pro Video Group the right to charge the credit card submitted for any expenses in repairing or replacing equipment that was lost, stolen or damaged.

6. LOCATION OF EQUIPMENT: Equipment rented may not be taken outside of the U.S.A. at any time. Lessee shall notify Lessor of the location of the Equipment at all times.

7. RIGHT TO INSPECT: Lessor and / or any of its agents may enter the Lessee's premises at any reasonable time to inspect the condition of the Equipment, including the media which may or may not be used for recording purposes

8. RIGHT TO REPOSSESS EQUIPMENT: Lessor may repossess the Equipment should any of the following occur: (A) Failure by Lessee to adhere to the terms of this Agreement; (B) Failure by Lessee to pay rent on time; (C) Commencement of any legal action against Lessee that may affect Lessee's ability to perform its obligations under this Agreement or may jeopardize Lessor title to the Equipment; (D) Commencement of bankruptcy proceeding against or by Lessee; (E) Entry of judgment against Lessee; or (F) Lessor belief that Lessee cannot perform its obligations under this Agreement. Upon the occurrence of any of the foregoing, Lessor may enter upon Lessee's premises to collect the Equipment. No prior notice is required for repossession. Lessor costs, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement, are the responsibility of Lessee and shall be treated as additional rent hereunder due within ten (10) days of Lessee receiving an invoice therefore.

9. SUBLEASING EQUIPMENT: Subleasing of the Equipment is permissible only with Lessor express written consent.

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10. OWNERSHIP OF EQUIPMENT: Lessee agrees not to deface, destroy or remove any marks or tags denoting Lessor, ownership of the Equipment or any other company marks or tags. Title to the Equipment remains with Lessor.

11. CANCELLATION NOTICE: Lessor maintains the right to cancel this contract within (24) hours of its making. If a Lessor operator or equipment is on "hold", they are automatically "booked" within 24 hours of the call time. Any time that Lessee calls and "books" an operator or Equipment, Lessee is responsible for 100% of the operator's rate and the Equipment rental because Lessor turned down other work to satisfy Lessee's order.

12. SECURITY AGREEMENT: This contract is subject to the security interest of any Lessor creditor.

13. TAXES: Lessee is subject to all state and local taxes, which may be imposed on the Equipment.

14. ABSENCE OF WARRANTIES: LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED TO THE FITNESS, MERCHANTABILITY, DESIGN PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT, ITS MATERIAL OR ITS WORKMANSHIP. THE EQUIPMENT IS RENTED IN "AS IS" CONDITION. IN NO EVENT SHALL PRO VIDEO GROUP, LLC BE LIABLE TO LESSEE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE, EVEN IF LESSEE SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF PRO VIDEO GROUP, LLC, INC. AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. Any claims the Lessee has regarding the Equipment's fitness or performance shall be lodged against Lessor suppliers.

15. BILLING: All bills are payable upon receipt. Interest is accrued at a rate of one and one half percent (1½%) per month for every (30) days the bill is overdue.

16. ENFORCEMENT OF PROVISIONS: Should any of the provisions of this Agreement be determined to be invalid, the remaining provisions shall remain in full force and effect. The invalid provisions of the contract are deemed stricken.

17. ATTORNEY FEE: Lessee hereby agrees to pay all of Lessor's attorney's fees and costs actually incurred by Lessor in enforcing the Terms and Conditions of this Agreement, regardless of whether or not legal action is filed

18. CHOICE OF LAW/FORUM SELECTION: The laws of the Commonwealth of Pennsylvania shall govern this Agreement. Each party irrevocably consents to the exclusive jurisdiction of any state or federal court for or within York County, Pennsylvania over any action or proceeding arising out of or related to this Agreement, and waives any objection to venue or inconvenience of the forum in any such court.


19. INTEGRATION CLAUSE: This Agreement represents the entire and complete understanding of the parties. This Agreement can only be modified in writing, signed by both parties.

20. COUNTERPARTS: This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LESSOR/COMPANY: Pro Video Group LLC

BY: Robert Brubaker
Company Position: Partner

LESSEE Signature: 

LESSEE/COMPANY:

BY: _____ LESSEE Signature: _____
Company Position: _____ Date Signed: ____ / ____ / ____

PLEASE INITIAL EACH PAGE OF AGREEMENT. PLEASE CONFIRM OUR TERMS OF AGREEMENT BY SIGNING INVOICE.

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