

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Prestige AV & Creative Services (hereinafter "Contractor"), with its principal place of business at 4835 Para Drive, Cincinnati, OH 45237.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

AV services for Academic Innovation Summit at the Kentucky International Convention Center. See attached Job Contract and Quote.

ARTICLE III

Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a

schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$88,251
Progress Payments (if not applicable, insert N/A):	n/a
Costs/Expenses (if not applicable insert N/A):	n/a
Fund Source:	CM11053 0349 900XP

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on April 30, 2025 and shall complete the Services no later than June 30, 2025, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; ~~and professional errors and omissions coverage with minimum limits of \$1,000,000.~~ Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of April 30, 2025.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

Title: Martin A. Pollio, Ed.D.
Superintendent

Prestige AV & Creative Services
CONTRACTOR

By: _____

Title: Mark Ramstetter
VP of Business Administration

Cabinet Member: Dr. Terra Greenwell

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —
State the date the emergency was declared by the superintendent: _____
2. There is a single source for the items within a reasonable geographic area —
Explain why the vendor is a single source: _____
3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —
State the type of service: Audio/Visual Support at KICC
4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —
State the item(s): _____
5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —
State the type(s) of item(s): _____
6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —
State the item(s): _____
7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —
State the location: _____
8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —
Explain the logic: _____
9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —
State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Elisabeth Read

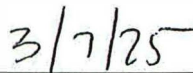
Print name of person making Determination

JCPS Academics

School or Department



Signature of person making Determination



Date

Prestige AV & Creative Services

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

Invoice to:		Delivery Address:	Job # 228722
Jefferson County Public Schools - JCPS fill in, Louisville, Kentucky 40202 Contact: Elisabeth Read Phone: (502) 751-9490 Fax: Email: elisabeth.read@jefferson.kyschools.us	Kentucky International Convention Center 221 S. Fourth Street, Louisville Kentucky 40202 Room: Contact: Jeremy Cox Phone: (502) 715-4871 Cell: Email: jcox@prestigeav.com	Order Status: Tentative Order Date: 7/16/2024 Sales Person: Dan Baker Email: dbaker@prestigeav.com	
		PO # Terms: 50/50 Job Modified: Mar 6 2025 10:13AM	
Delivery 5/30/2025, 9:00 AM -	Set 6/2/2025, 9:00 AM -	Show 6/3/2025, 9:00 AM -	
Strike 6/6/2025, 9:00 AM -	Pickup 6/9/2025, 9:00 AM -		
JOB DESCRIPTION: Jefferson County Public Schools - JCPS			

Ballroom C

Quantity	Description	Duration	Price	Subtotal
Audio				
1	Midas DM12 Audio Mixer (8 Mic)	2 Days	\$60.00	\$120.00
1	D'San Mono Computer Sound Patch	2 Days	\$25.00	\$50.00
Total Audio:				\$170.00
Venue Packages				
1	KICC Ballroom Lighting Option #1	2 Days	\$0.00	\$0.00
<i>Note: Complimentary with room rental: Includes two (2) customized pre-sets that need coordination with a PAVCS technician for designing and saving pre-sets.</i>				
1	KICC House Sound Patch - Ballroom	2 Days	\$0.00	\$0.00
<i>Note: Complimentary when using Prestige as your primary provider \$125 value</i>				
Total Venue Packages:				\$0.00
Total Ballroom C:				\$170.00

Ballroom B Breakout

Quantity	Description	Duration	Price	Subtotal
Audio				
1	D'San Mono Computer Sound Patch	2 Days	\$25.00	\$50.00
<i>Note: Laptop Audio</i>				

Ballroom B Breakout

Quantity	Description	Duration	Price	Subtotal
1	Midas DM12 Audio Mixer (8 Mic)	2 Days	\$60.00	\$120.00
2	Shure QLX Single Wireless Microphone	2 Days	\$125.00	\$500.00
Total Audio:				\$670.00

Video

1	Panasonic PT-MZ10KLB 10K Laser Projector	2 Days	\$1,000.00	\$2,000.00
1	2.10 - 4.14 Zoom Lens for Panasonic 10K - 17K	2 Days	\$225.00	\$450.00
1	9' X 16' Stumpfl Screen Package	2 Days	\$500.00	\$1,000.00
Total Video:				\$3,450.00

Venue Packages

1	KICC House Sound Patch - Ballroom <i>Note: Complimentary when using Prestige as your primary provider \$125 value</i>	2 Days	\$0.00	\$0.00
Total Venue Packages:				\$0.00

Total Ballroom B Breakout : \$4,120.00**Ballroom D Breakout**

Quantity	Description	Duration	Price	Subtotal
Audio				
1	D'San Mono Computer Sound Patch <i>Note: Laptop Audio</i>	2 Days	\$25.00	\$50.00
1	Midas DM12 Audio Mixer (8 Mic)	2 Days	\$60.00	\$120.00
2	Shure QLX Single Wireless Microphone	2 Days	\$125.00	\$500.00
Total Audio:				\$670.00

Video

1	Panasonic PT-MZ10KLB 10K Laser Projector	2 Days	\$1,000.00	\$2,000.00
1	2.10 - 4.14 Zoom Lens for Panasonic 10K - 17K	2 Days	\$225.00	\$450.00
1	9' X 16' Stumpfl Screen Package	2 Days	\$500.00	\$1,000.00
Total Video:				\$3,450.00

Venue Packages

1	KICC House Sound Patch - Ballroom <i>Note: Complimentary when using Prestige as your primary provider \$125 value</i>	2 Days	\$0.00	\$0.00
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Ballroom D Breakout

Quantity	Description	Duration	Price	Subtotal
Total Venue Packages:				\$0.00
Total Ballroom D Breakout :				\$4,120.00

Ballroom E Breakout

Quantity	Description	Duration	Price	Subtotal
Audio				
1	D'San Mono Computer Sound Patch <i>Note: Laptop Audio</i>	2 Days	\$25.00	\$50.00
1	Midas DM12 Audio Mixer (8 Mic)	2 Days	\$60.00	\$120.00
2	Shure QLX Single Wireless Microphone	2 Days	\$125.00	\$500.00
Total Audio:				\$670.00

Video

1	Panasonic PT-MZ10KLB 10K Laser Projector	2 Days	\$1,000.00	\$2,000.00
1	2.10 - 4.14 Zoom Lens for Panasonic 10K - 17K	2 Days	\$225.00	\$450.00
1	9' X 16' Stumpfl Screen Package	2 Days	\$500.00	\$1,000.00
Total Video:				\$3,450.00

Venue Packages

1	KICC House Sound Patch - Ballroom <i>Note: Complimentary when using Prestige as your primary provider \$125 value</i>	2 Days	\$0.00	\$0.00
Total Venue Packages:				\$0.00
Total Ballroom E Breakout :				\$4,120.00

Ballroom A Breakout

Quantity	Description	Duration	Price	Subtotal
Audio				
1	D'San Mono Computer Sound Patch <i>Note: Laptop Audio</i>	2 Days	\$25.00	\$50.00
1	Midas DM12 Audio Mixer (8 Mic)	2 Days	\$60.00	\$120.00
2	Shure QLX Single Wireless Microphone	2 Days	\$125.00	\$500.00
Total Audio:				\$670.00
Video				
1	Panasonic PT-MZ10KLB 10K Laser Projector	2 Days	\$1,000.00	\$2,000.00

Ballroom A Breakout

Quantity	Description	Duration	Price	Subtotal
1	2.10 - 4.14 Zoom Lens for Panasonic 10K - 17K	2 Days	\$225.00	\$450.00
1	9' X 16' Stumpfl Screen Package	2 Days	\$500.00	\$1,000.00
Total Video:				\$3,450.00

Venue Packages

1	KICC House Sound Patch - Ballroom <i>Note: Complimentary when using Prestige as your primary provider \$125 value</i>	2 Days	\$0.00	\$0.00
Total Venue Packages:				\$0.00
Total Ballroom A Breakout :				\$4,120.00

L-Room Breakouts with 65" Monitors

Quantity	Description	Duration	Price	Subtotal
Video				
7	65" 4K TV / Monitor <i>Note: L-rooms 1,2,3,7,11,12,17,18,23,24,25,27,28,29,30 In total - 15</i>	2 Days	\$550.00	\$7,700.00
8	65" 4K TV / Monitor	2 Days	\$550.00	\$8,800.00
15	Pole Stand Package / Nesting Rolling Base	2 Days	\$75.00	\$2,250.00
15	Pole Stand Shelf, Black	2 Days	\$15.00	\$450.00
Total Video:				\$19,200.00
Total L-Room Breakouts with 65"-			\$19,200.00	
Monitors:				

L-Room Breakouts with 75" monitors

Quantity	Description	Duration	Price	Subtotal
Video				
3	Pole Stand Shelf, Black	2 Days	\$15.00	\$90.00
3	Pole Stand Package / Nesting Rolling Base	2 Days	\$75.00	\$450.00
3	75" 4K Monitor <i>Note: L-rooms 15, 19, 20</i>	2 Days	\$550.00	\$3,300.00
Total Video:				\$3,840.00
Total L-Room Breakouts with 75"-			\$3,840.00	
monitors:				

L-Room Breakouts with 85" monitors

Quantity	Description	Duration	Price	Subtotal
Video				
5	85" 4K TV / Monitor <i>Note: L 04, 06, 13, 16, 26 Total - 5</i>	2 Days	\$550.00	\$5,500.00

L-Room Breakouts with 85" monitors

Quantity	Description	Duration	Price	Subtotal
5	Pole Stand Package / Nesting Rolling Base	2 Days	\$75.00	\$750.00
5	Pole Stand Shelf, Black	2 Days	\$15.00	\$150.00
Total Video:				\$6,400.00
Total L-Room Breakouts with 85"-monitors:				\$6,400.00

LABOR

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Subtotal
Jun 2 25							
	8:00 AM	1:00 PM	1	Lead AV Technician/Setup	0.5 Day(s)	\$850.00	\$425.00
	8:00 AM	1:00 PM	7	AV Technician/Setup	0.5 Day(s)	\$750.00	\$2,625.00
	8:00 AM	6:00 PM	3	AV Technician/Setup	1 Day(s)	\$750.00	\$2,250.00
	8:00 AM	6:00 PM	1	Project Manager/Show Management	1 Day(s)	\$1,500.00	\$1,500.00
Jun 3 25							
	7:00 AM	5:00 PM	1	Lead AV Technician/Breakout Float	1 Day(s)	\$850.00	\$850.00
	7:00 AM	5:00 PM	4	AV Technician/Breakout Float	1 Day(s)	\$750.00	\$3,000.00
	7:00 AM	5:00 PM	1	Project Manager/Show Management	1 Day(s)	\$1,500.00	\$1,500.00
Jun 4 25							
	7:00 AM	5:00 PM	1	Lead AV Technician/Breakout Float	1 Day(s)	\$850.00	\$850.00
	7:00 AM	5:00 PM	4	AV Technician/Breakout Float	1 Day(s)	\$750.00	\$3,000.00
	7:00 AM	5:00 PM	1	Project Manager/Show Management	1 Day(s)	\$1,500.00	\$1,500.00
Jun 5 25							
	7:00 AM	9:00 PM	1	Lead AV Technician/Breakout Float	10 Hour(s)	\$85.00	\$850.00
					OT: 3 Hour(s)	\$127.50	\$382.50
					DT: 1 Hour(s)	\$170.00	\$170.00
	7:00 AM	9:00 PM	4	AV Technician/Breakout Float	10 Hour(s)	\$75.00	\$3,000.00
					OT: 3 Hour(s)	\$112.50	\$1,350.00
					DT: 1 Hour(s)	\$150.00	\$600.00
	7:00 AM	9:00 PM	1	Project Manager/Show Management	10 Hour(s)	\$150.00	\$1,500.00
					OT: 3 Hour(s)	\$225.00	\$675.00
					DT: 1 Hour(s)	\$300.00	\$300.00

LABOR

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Subtotal
	4:00 PM	9:00 PM	3	AV Technician/Strike	0.5 Day(s)	\$750.00	\$1,125.00
Total LABOR:							\$27,452.50

Notes:

THIS IS AN ESTIMATE BASED ON THE KNOWN PRODUCTION AND AV INFORMATION AS OF 11/20/2024 - LABOR IS BASED ON SCOPE OF WORK.

Deposit Schedule:

- A 50% deposit is due within 14 days of contract signing. Contract is not valid until deposit is received.
- If the order takes place within 30 days, 50% payment is required upon contract signing.
- The balance of the payment is due 15 days after invoicing.

Cancellation Fee (Based on days prior to equipment leaving warehouse)

- 25% fee - more than 30 days
- 50% fee - between 14 and 30 days
- 100% fee - under 14 days

Rental Total:	\$46,090.00
Sale Total:	\$0.00
Product Total:	\$46,090.00
Service Charge:	\$14,708.50
Damage Waiver:	\$0.00
Labor:	\$27,452.50
Delivery/Misc:	\$0.00
Tax:	\$0.00

Job Total: \$88,251.00

DISCLAIMER:

By signing below, I, the purchaser, agree to pay the amount indicated to Prestige AV & Creative Services in exchange for the products listed on this invoice. By signing this agreement, I agree to make all payments on time. I understand that each payment is due within the terms of the invoice.
Signed: _____

TERMS AND CONDITIONS OF STANDARD EQUIPMENT RENTAL AGREEMENT

1. **Rental Term:** The rental term shall commence upon loading of the equipment on the conveyance and shall continue until the equipment is redelivered to Lessor.
2. **Rental:** The rental rates noted on the Standard Equipment Rental Agreement shall apply during the entire rental term, subject to the following additional conditions:
 - a. Upon execution of this agreement and before delivery of the equipment, Lessee shall pay Lessor the rental amount. The payment shall be deemed fully earned regardless of when the equipment is delivered.
 - b. All rental charges shall be paid in US dollars without any deduction or offset regardless of whether invoiced by Lessor.
 - c. Interest on rent which is due but has not been paid shall accrue at the rate of 1.5% per month until fully paid.
3. **Delivery, Redelivery and risk of loss:** The equipment shall be considered delivered to lessee when it is loaded to the conveyance at the delivery location noted on the face of this agreement. All risk of loss and/or damage to the equipment shall pass to Lessee and shall remain with Lessee until the equipment is redelivered to Lessor at the redelivery location, regardless of how such loss or damage arises or occurs. Redelivery shall not be deemed to occur, and the rental period shall continue until the equipment is redelivered to Lessor in the same condition as Lessee received, less ordinary wear and tear.
4. **Transportation:** All transportation is deemed to be for Lessee's benefit regardless of whether provided or arranged by Lessor (in which event Lessor is merely the agent for Lessee), and all risk of loss and/or damage related to such transportation (including stowage, securing and transit) shall be within the risk of loss transferred to Lessee.
5. **Operation, Maintenance, and Repair:** Lessee shall supply trained operators for the equipment, and shall insure that the equipment is operated properly and is not subjected to careless, rough or improper use. Lessee shall be responsible for maintaining the equipment during the rental term, at their own expense, in the same condition as upon delivery, including all routine maintenance all factory recommended maintenance (if applicable), and all repair of the equipment. Lessee shall not alter or modify the equipment without the written permission of Lessor.
6. **Inspection and Warranties:** The equipment being rented is used and is being rented on an "as is" basis, with Lessee having full opportunity to inspect the equipment, or having the equipment inspected for them by technicians of their choice, before this agreement is signed. Any recommendations and/or advice from Lessor is agreed to be informal and shall not create any warranty from Lessor, it shall remain Lessee's sole responsibility to determine the suitability of the equipment for the application intended by Lessee. It is agreed Lessor shall be held to no other warranty or representation whatsoever and shall specifically be exculpated from any warranty of merchantability or fitness for particular purpose or any other warranty whatsoever, including any warranty that the equipment is free from latent defects.
7. **Liability and Indemnity:** Lessee shall be liable for all loss of or damage to the equipment during the rental term regardless of how caused, and shall insure against such loss or damage as noted elsewhere in this agreement, and if such insurance fails to fully reimburse Lessor for loss or damage to the equipment Lessee agrees that it will fully indemnify Lessor. Lessor shall not be liable for any damages to the equipment or for any other damages whether by reason of faulty operation, failure of equipment or otherwise. Lessee shall also be liable for all demands, claims, suits or actions for third party property damage and/or bodily injury, and any other charge, expense, tax, loss, damage, claim or liability whatsoever, arising out of or relating to the equipment during the term of this agreement or involving its use pursuant to this agreement (other than caused by the sole direct negligence of Lessor), and Lessee agrees to fully indemnify and hold harmless (including costs and legal fees) Lessor of and from all such charges, expenses, taxes, losses, damages, claims, suits or actions, including those from its own employees notwithstanding any immunity from suit pursuant to a compensation act.
8. **Insurance:** Lessee at its sole cost shall procure and maintain the following insurance during the term of this agreement:
 - a. Broad form Equipment Floater or similar all risk direct property insurance on all equipment rented, such insurance to include waterborne, transit and general average risks, with limits of coverage to the values of the equipment noted on face of this agreement.
 - b. Broad form Public Liability Insurance covering property damage and bodily injury, such insurance to be endorsed to include contractual liability coverage for this agreement with minimum limits of \$1,000,000.00. Both insurance policies identified above shall name Lessor as an assured, and Lessor shall be sole loss payee upon the insurance identified in "B". Lessee shall be responsible for all deductibles. Both insurance policies shall be endorsed to be primary to any other insurance, including any insurance maintained by Lessor, and to provide Lessor with thirty days advance notice of cancellation. Lessee shall provide Lessor with a certificate of insurance confirming compliance with this section in advance of delivery of equipment.

9. Title, Ownership, and Liens: Title to all equipment and ownership of that equipment shall remain with Lessor throughout this agreement. Lessee agrees that it will not impair such title, represent to any person that it owns or has ownership rights relative to the equipment, and shall not attempt to mortgage, pledge or use such equipment as collateral under any circumstances. Lessee shall not remove deface or conceal signs and markings which identify the equipment as owned by Lessor, and shall maintain such signs and markings. Lessee shall not allow any levy, lien or encumbrance to be placed against the equipment, and shall immediately notify Lessor if any levy or seizure of the equipment is threatened or occurs.

10. Default: Lessee shall be deemed to be in default of this agreement if any of the following circumstances occur.

- a. Lessee fails to pay rental when due and/or according to this agreement.
- b. The equipment is damaged from any cause and not promptly repaired.
- c. Lessee files for bankruptcy protection, either Chapter 7 or 22.
- d. Lessee is otherwise in breach of this agreement.

11. In event of default, this agreement and all of Lessee's rights hereunder shall, without notice, immediately terminate and Lessor may at their discretion do all acts and make all reasonable expenditures necessary to retake possession of the equipment, or attempting to retake and regain, possession of the equipment. Lessee covenants and agrees to promptly reimburse Lessor, with interest at the rate of 12% per annum and an additional 10% administrative surcharge, for any and all expenditures so made or incurred. If this agreement terminates, it may only be reinstated by a separate written agreement signed by Lessor.

12. Taxes, Fees, etc.: Lessee shall pay all taxes, fees, licenses, charges and all other assessments relating to the possession or use of the equipment (other than Lessor's obligation for taxes relative to rental charges it receives pursuant to this lease) which arise or are imposed out of this agreement.

13. Consequential damages: Neither party shall be responsible to the other for consequential or special damages, regardless of the cause thereof and whether resulting from delay, neglect or otherwise.

14. Jurisdiction, Applicable law, Venue and Legal costs: Any suit relating to this agreement or the rented equipment must be filed in the federal or state courts located in Hamilton County, OH and Lessee agrees to the appropriateness of that forum and will submit to its jurisdiction. The law of the State of OH and/or general maritime law of the U.S. shall be applicable to this agreement. The prevailing party in any action shall be entitled to recover legal costs and fees.

15. Headings and Integration: The headings are for convenience only and may not be used to construe this agreement. This agreement constitutes the final understanding between the parties, superseding all prior oral or written agreements. It may be modified only by a written document signed by both parties.

16. Counterparts and Facsimile Execution: This agreement may be executed in one or more identical counterparts, with each such counterpart deemed the same agreement. Signatures to this agreement may be exchanged by facsimile, with a facsimile copy of a signature deemed equivalent to an original signature.

Prestige AV & Creative Services

Name: _____

Signature: _____

Signature: _____

Name & Title: _____ Name & Title: _____

Date: _____ Date: _____