



**Hudson Valley Audio Visual, Inc.**

P.O Box 262, Rhinebeck, NY 12572

845-249-2688 FAX 845-555-9999

Manny Banolo  
**PRI Productions**  
1819 Kings Ave  
Jacksonville, FL 32207

June 8, 2009

Dear Manny,

Enclosed is a proposal for the upcoming DC Arts Exposition event taking place at **Dutchess County Fairgrounds** on **July 10 - July 14, 2009**.

Thank you for the opportunity to bid on this project. Hopefully these numbers meet your budget requirements. We can add or delete items to meet your target number, and will be happy to review your specifications to improve the efficiency of the system.

Please feel free to contact me with any questions or concerns at 845-249-2688. I look forward to working with you again.

Best Regards,

David Hoffman



**Hudson Valley Audio Visual, Inc.**

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Reference#: DLH0000030

Reference: DUTCHESS COUNTY ARTS E

Date: 6/8/2009

**Estimate**

**CLIENT**

**PRI Productions**  
 1819 Kings Ave  
 Jacksonville, FL 32207

**Contact:** Manny Banolo

**Phone:** 904-398-8179

**Fax:** 904-398-1569

**Load In:** 7/10/09  
**Strike:** 7/14/09  
**Venue:** Dutchess County Fairgrou  
**Location:**  
**Period:** 3 days

<b>Equipment</b>	<i>DC Arts Exposition</i>
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Quantity	Description	Rate	Price
	<b>FOH</b>		
1	MIDAS VENICE 240	175.00	\$525.00
4	SPK PWRD Mackie SRM 450	75.00	\$900.00
2	CHEVIN A3000	80.95	\$485.70
1	APOGEE A-SSM RVT	39.05	\$117.15
2	DRAWMER 6 CH LIMITER RK	65.00	\$390.00
	<b>FOH SUBTOTAL</b>		<b>\$2,417.85</b>
	<b>MONITORS</b>		
1	DUGAN MIXER D	625.00	\$1,875.00
2	CREST 8001 (or CROWN D-60)	79.75	\$478.50
1	KLARK TEKNIK DN332B	37.00	\$111.00
4	JBL CSR82L	75.00	\$900.00
4	L-Acoustics 112XT Monitor Speaker	100.00	\$1,200.00
	<b>MONITORS SUBTOTAL</b>		<b>\$4,564.50</b>

Total Equipment      \$6,982.35

**Labor**

Num Crew	Crew Position	10-hr Days	Daily Rate	Hours	Hourly Rate	Cost
1	A1 FOH engineer (Billy)	3	\$600.00			\$1,800.00
1	A2 MONITOR engineer	3	\$500.00	2	\$200.00	\$1,900.00
1	Production Manager (Mary or Joe)	4	\$700.00			\$2,800.00

Estimated Labor Sub-Total: \$6,500.00  
 Per Diem: \$125.00  
 Estimated Labor Total: **\$6,625.00**

**Transport**

Transport Charge	Cost
Outbound shipping (Penske)	\$400.00
Return shipping	\$400.00

Total Shipping: **\$800.00**

**Expendables**

Quantity	Description	Cost
4	rolls gaffer tape	\$80.00
32	AAA batteries	\$75.00

Total Expendables: **\$155.00**

**Summary**

<b>Equipment</b>	<b>\$6,982.35</b>
<b>Labor</b>	<b>\$6,625.00</b>
<b>Transport*</b>	<b>\$800.00</b>
<b>Expendables*</b>	<b>\$155.00</b>
<b>7.75% Sales Tax</b>	<b>\$74.01</b>

\* taxable

**Total Project Estimate \$14,636.36**

RENTAL AGREEMENT TERMS

This Rental Agreement between PRI Productions the ("Lessee") and Hudson Valley Audio Visual, Inc., ("Lessor") agree to the following terms:

- 1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, all equipment described in the manifest dated 6/9/2009 attached hereto, which is specific to each particular rental transaction and which is hereby made a part of this Lease.
2. Term. The term of the lease for each item of equipment is designated in the invoice. In any event, rent shall continue to accrue on equipment until it is returned to the Lessor. 1.5% interest will be charged on all accounts past 30 days.
3. Rent. The rent for each item of equipment shall be the amount designated in the invoice. Lessee shall pay Lessor said rent in advance, in the amounts and at the times set forth in the invoice, at the office of the Lessor, or to such other person or at such other place as Lessor may designate in writing.
4. Lessee's Inspection. Lessee shall inspect the equipment within 24 hours after receipt thereof. Unless within said period of time Lessee gives written notice to Lessor specifying any defect in the equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in good condition and repair, and that Lessee is satisfied with and has accepted the equipment in such condition and repair.
5. Lessor's Inspection. Lessor shall at any and all times during business hours have the right to enter into and on the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give Lessor immediate notice of any location of the equipment. Lessee shall keep the equipment free and clear of all levies, liens, and encumbrances.
6. Alterations. Without the prior written consent of Lessor, Lessee shall not make any alterations, additions, or improvement to the equipment.
7. Repairs. Lessee shall notify Lessor of the need for repair and maintenance or replacement of parts.
8. Loss and Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. In the event of loss or damage of any kind whatsoever to any item or equipment, Lessee at the option of Lessor shall:
A. Place the same in good repair, condition, and working order; or
B. Replace the same with like equipment in good repair, condition, and working order; or
C. If same is determined by Lessor to be lost, stolen, destroyed, or damaged beyond repair, Lessee shall pay Lessor, in cash, the manufacturers retail replacement price for the particular items and rental term.
9. Surrender. On the expiration or earlier termination of the Lease, Lessee shall return the equipment to Lessor in good repair, condition, and working order, allowing for ordinary wear and tear resulting the proper use of the equipment.
10. Insurance. Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the manufacturers retail price or as may be set forth in the invoice for the particular items and rental term, and shall carry liability and property damage insurance covering the equipment, but no less than \$1 million for bodily injury and property damage to others per occurrence. Proof of insurance must be submitted with signed contract before equipment can be shipped. If proof of insurance cannot be submitted, Lessee will be charged an additional service charge based on the amount of the rental. This service charge in no way waives responsibility or liability of the Lessee for the leased equipment. Lessee shall provide proof of insurance to the Lessor naming the Lessor as additional insured and loss payee.
11. Default. If Lessee fails to pay any rent or other amount provided herein or in the invoice within 10 days after the same is due and payable, or if Lessee with regard to any item or items or equipment fails to observe, keep, or perform any other provision of the Lease, Lessor shall have the right to exercise any one or more of the following remedies:
A. To take possession of any or all items or equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.
B. To terminate this Lease as to any or all items of equipment.
C. Claim the deposit listed on the Invoice.
These remedies are cumulative, and may be exercised concurrently or separately.
12. Assignment or Transfer. Lessee shall not assign this Lease or sublet any portion of the leased equipment without the prior written consent of the Lessor. Any such assignment or subletting without consent shall be void, and at the option of Lessor may terminate the Lease agreement.
13. Warranties. Lessor makes no warranties, either expressed or implied, as to any matter whatsoever, including and without limitation to the condition of the equipment, its merchantability, or its fitness for any particular purpose.
14. Ownership. The equipment is, and all times, shall be and remain the sole and exclusive property of Lessor and the Lessee shall have no right, title, or interest therein, except as expressly set forth in this Lease.
15. Lessor's Expenses. Lessee shall pay Lessor all costs and expenses, including but not limited to reasonable attorney's fees and court costs, incurred by Lessor in exercising any of its right or remedies or enforcing any of the terms and conditions, or provisions of this Lease.
16. Shipping. Lessee assumes contract, shipping responsibility, and full liability from the time the equipment leaves Lessee's location (noted in Invoice) until all equipment is returned to Lessee's location. Shipping cost to and from Lessee will be the responsibility of the Lessee. Upon request, Lessor will arrange to have the equipment shipped, although the Lessee retains financial responsibility and liability.
17. Indemnification. Lessee shall protect, indemnify and hold the Lessor harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any damages to any property or injuries to any person to the extent that such injury or damage shall be caused or arise from any act or omission of Lessee, its agents, servants, employees, invitees, or visitors. The provisions of this paragraph shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.
18. Delinquency. Lessor reserves the right to charge Lessee a late fee of 1.5% per month on any balance over 30 days past due.
19. Bankruptcy. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of his creditor, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any item or items or the equipment, Lessor shall have the right to and may exercise any one or more of the remedies set forth in paragraph 11 of this Lease.
20. Sales Tax. Sales Tax will be added or charged to Lessee for rentals where required by law unless an official Resale Certificate is provided.
21. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee, and shall not be amended, altered, or changed except by written agreement signed by the parties hereto.
22. Titles. The titles to the paragraphs of the Lease are solely for the convenience of the parties, and not an aid in the interpretation of the Lease. This signed document will remain on file as the general invoice between the Lessee and Lessor.
23. Authority. This Agreement will be governed by the State of Nevada. Disputes will be heard in the appropriate federal or state courts, located in Las Vegas, Nevada, or by the American Arbitration Association at the sole discretion of the Lessor.

AGREED & ACCEPTED: By \_\_\_\_\_ Lessor. By \_\_\_\_\_ Lessee.

DATED: \_\_\_\_\_