



200 Corporate Boulevard South
Yonkers, NY 10701
914-479-3300 Fax 914-479-3395

RENTAL CONTRACT

Job #: **ROBO2770**
Date: 02/28/2020
Status: Estimate

Customer Information		Job Information		Billing Information	
Customer:	NBER	Rental Location	Royal Sonesta Boston	Bill To:	Royal Sonesta Boston
Contact:	Rob Shannon	Meeting Room(s):	Riverfront	Contact:	Michael Foley
Address 1:	1050 Massachusetts Avenue	Show/Event Name:	Environment and Energy Economics	Address 1:	40 Edwin H Land Blvd
Address 2:		Setup Date:	2/27/2020 7:00:00AM	Address 2:	
City/St/Zip:	Cambridge, MA 02138	Start Date:	2/27/2020 8:00:00AM	City/St/Zip:	Cambridge, MA 02141-
Phone:	(617) 588-0380 Ext:	End Date:	2/28/2020 5:00:00PM	Phone:	(617) 806-4200 Ext:
Fax:	() -	Strike Date:	2/28/2020 6:00:00PM	Fax:	() -
E-mail:	rshannon@nber.org	Manager:	Matt Smith	E-mail:	mfoley@sonesta.com
		Sales Person:	Jason Guida		
		Cust PO/ BEO:	TBD		

Item	Item Description	Trans Code	Rental Dates							Units	Rate Type	Rate	Sub-Total
			2/24	2/25	2/26	2/27	2/28	2/29	3/1				
	(VIDEO)												
LCDP	BASIC SUPPORT PACKAGE (MOD) *KVL To Place NBERs Laptop + Projector* *Incl. 6x10 Screen, HDMI @ Podium*	R				1.0	1.0			2.0	Dly	\$325.00	\$650.00
	(AUDIO)												
HS	SOUND SYSTEM PACKAGE *Incl. (2) Speakers On Stands, Audio Mixer, Equalizer*	R				1.0	1.0			2.0	Dly	\$350.00	\$700.00
MIC	MX418 GOOSENECK MICROPHONE *@Podium*	R				1.0	1.0			2.0	Dly	\$75.00	\$150.00
PCDI	PC DIRECT BOX (Laptop-Audio) *@ Podium*	R				1.0	1.0			2.0	Dly	\$55.00	\$110.00
AC25	AC CABLE w/ POWER STRIP *@ Podium*	R				1.0	1.0			2.0	Dly	\$15.00	\$30.00
	(INTERNET)												
HIS	HIGH SPEED WIRELESS INTERNET *Network: Sonesta Function* *Password: NBER1227*	HI				1.0	1.0			2.0	Dly	\$0.00	\$0.00
	(LABOR)												
SU	SETUP/BREAKDOWN LABOR	L				1.0	1.0			2.0	Dly	\$80.00	\$160.00

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Special Instructions:

Created By: _____ Date: _____
 Completed By: _____ Date: _____
 Cancelled By: _____ Date: _____

I (we) hereby rent the above described equipment subject to KVL's Terms and Conditions as specified on our website <https://www.kvlav.com/terms> which are made part of this agreement. Payment due in advance of service unless credit established. Late fee of 1 1/2% per month charged on overdue balances. Errors and omissions subject to correction.

Rob Shannon 1.30.20
 Agreed to and accepted By Date:
ROB SHANNON NBER
 Print name: Print company name:

Rental Subtotal:	\$ 1,640.00
Sale Items:	\$ 0
High Speed Internet:	\$ 0
Labor:	\$ 160.00
Damage Waiver:	\$ 0
Delivery and Pickup:	\$ 0
Subtotal:	1,800.00
Admin Fee: 23.00%	
Admin Fee:	\$ 414.00
Total before tax:	2,214.00
Tax Jurisdiction: Boston	
Tax: 7.000 %	\$ 154.98
Total:	\$ 2,368.98



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Conditions Governing Rentals

1. **DEFINITIONS;** As used herein, the following terms will have the following meanings: "Event" - the banquet, reception, convention or other private function forming the subject of this Agreement; "Client" - the person, corporation, entity, organization or association contracting with KVL Audio Visual Services for the Event; "Production Services" - all of the audio, visual, lighting and/or staging services which shall be set forth in a separate written proposal ("Rental Contract") which is incorporated and made part of this Agreement.

2. **RENTAL CONTRACT;** All Rental Contracts must be signed by the Client, or agent of the Client, prior to each event. No event will take place without the Client's signature on a Rental Contract. Also, any revisions during the event will require an additional signature for any change order.

Rental Contracts do not include, unless specifically stated: 1. Union Labor (if required). 2. Permits and/or fees (if required). 3. Security (Equipment becomes responsibility of client when on site). 4. Scaffolding, platforms, drapery, or other staging. 5. Electricity, generator or power distribution equipment. 6. Forklifts, equipment lifts or personnel lifts. 7. Cost of priority rush freight or additions to order beyond listed equipment. 8. Parking fees, ground transportation fees or other travel related expenses. 10. Drayage fees. 11. Riggers and rigging fees.

3. **TAXES;** All applicable taxes shall be payable by Client. If an organization has tax exempt status, KVL Audio Visual Services requires a copy of the applicable tax-exempt documentation or sales tax resale documentation. Tax exemption will only be approved after receipt of Client's State Tax Exemption Forms or any other documents showing Client is not required to pay sales tax. Federal Forms and/or IRS correspondence will be insufficient. Such documentation must be provided before signing a rental contract.

4. **COST OF PRODUCTION SERVICES;** The total cost of production services shall be as stated on the Rental Contract, plus all Taxes, subject to any additions and/or changes that the parties agree to in writing.

5. **BILLING/DEPOSIT/PAYMENT;** The Client can be billed through the Hotel's Master Account. In some situations the Client can be billed directly by KVL Audio Visual Services. If Client is billed directly, payments must be received by due dates of the terms extended per the Rental Contract. The Contract will be considered breached if payments are not made on time. Then Client has breached Contract and all monies become immediately due.

If credit terms are not extended to a Client, then payment of the entire contract price shall be made prior to the Event and, if such payment is not made, KVL Audio Visual Services may (i) retain all monies paid by Client and (ii) terminate this Agreement without further liability to Client. Payment for any additional charges must be paid in full on the date of the Event. Client agrees that if full payment is not made on the day of the Event, KVL Audio Visual Services may either charge Client's credit card on file or place a hold on said credit until KVL Audio Visual Services receives a check or wire transfer.

6. **CANCELLATION;** If Client cancels the Event, Client is responsible for payment to KVL Audio Visual Services as follows: if cancellation is more than fourteen (14) days or less than nine (9) months prior to the Event, KVL Audio Visual Services shall keep any deposit if a deposit is required; if cancellation is between one (1) day and fourteen (14) days prior to the Event, KVL Audio Visual Services shall keep any deposit and Client shall pay for the total cost of all rented gear and crew on the Rental Contract from KVL Audio Visual Services. Only if KVL Audio Visual Services is able to contract for a comparable event (to be determined in the sole discretion of KVL Audio Visual Services), then the amount owed by Client will be reduced accordingly.

7. **FORCE MAJEURE;** If for any reason beyond its control, including but not limited to strikes, labor disputes, accidents, construction, government requisitions, restrictions or regulations on operations, commodities or supplies, acts of war or acts of God or terrorism, KVL Audio Visual services is unable to perform its obligations under this Agreement, such non-performance is excused and KVL Audio Visual Services may terminate this Agreement without further liability. The Client will be notified of the situation as soon as possible and may be billed for out-of-pocket expenses.

8. **PRODUCTION;** Client agrees not to enter into any contracts for above services or accommodations in connection with the Event with any other vendor without the express written consent of KVL Audio Visual Services.

9. **CLIENT COPYRIGHT LIABILITY;** Client warrants that it has the sole legal right to possession and use of all elements delivered to KVL Audio Visual Services and that Client will not request KVL Audio Visual Services to use or duplicate any element to which Client does not possess adequate rights. Client assumes all liability, under the copyright laws and under any services for the customer, and agrees to indemnify and hold KVL Audio Visual Services free and harmless of all suits, claims for damages and other liability and expense, which may arise either directly or indirectly or by reason of services performed by KVL Audio Visual Services for the Client.

10. **RELEASES;** In situations where personal releases are required, it is the Client's responsibility to obtain such releases. The Client will indemnify KVL Audio Visual Services against all claims and expenses, including reasonable attorney's fees, due to use of a person's image or voice for which no release was requested in writing or for uses that exceed the authority granted by the release.

11. **LIMITATIONS OF LIABILITY;** In the event that KVL Audio Visual Services is unable to fulfill its responsibilities under this Agreement, at any time, for any reason, KVL Audio Visual Services liability will not exceed the sum of the rental monies paid to KVL Audio Visual Services. Except as provided in the preceding sentence, KVL Audio Visual Services shall have no further liability to the Client, of any nature whatsoever, as a result of KVL Audio Visual Services not fulfilling this Agreement, without limitation, any liability for incidental, special, exemplary or consequential damages or lost profits, whether based upon theories of contract, tort or otherwise, and such claims are hereby waived by Client.

12. **HOUSE EQUIPMENT;** KVL Audio Visual Services makes no guarantees, express or implied, that any and/or all equipment owned by others provided for this event will be in working order for the event, nor can we attest to its functionality. If client so chooses to use their own equipment, "house equipment" or equipment from other vendors for event, KVL Audio Visual Services will endeavor to integrate equipment into services offered but can take no responsibility for operation of, performance of or damage to any equipment provided by client, client's agents or client's vendors. Such equipment is "NOT COVERED" and is specifically excluded from any insurance coverages provided by KVL Audio Visual Services.

13. **WAIVER OF JURY TRIAL: ENTIRE AGREEMENT; GOVERNING LAW;** Client waives the right to a trial by jury in any litigation arising out of or in any way connected with this Agreement or any breach hereof. This Agreement together with the Rental Contract including any written amendments thereto, shall set forth the entire Agreement between KVL Audio Visual Services and Client and cannot be changed orally. This Agreement is governed by New York law. Client agrees that any disputes hereunder shall be heard by a court of competent jurisdiction located in the State of New York, New York County.

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