

**EQUIPMENT RENTAL AGREEMENT**

1. Parties: The parties to this agreement are the Omaha Bar Association (“OBA”) and  
(print name) \_\_\_\_\_  
(print address) \_\_\_\_\_  
(print city, state and zip code) \_\_\_\_\_ (“Attorney”).
2.    Attorney **IS** an OBA member       Attorney **IS NOT** an OBA member
3.   Nonrefundable Deposit: OBA members shall pay herewith a nonrefundable deposit of \$50. Non-OBA Members shall pay herewith a nonrefundable deposit of \$75. Any deposit is to be applied to the final billing statement.
4.   Reservation of Equipment: Attorney acknowledges that he/she is reserving the equipment indicated below for the following date(s) and **agrees to pay the attached rental price(s) for ALL DAYS RESERVED:**
- DVD-VCR/MONITOR.** Dates: \_\_\_\_\_
- ELMO/EPSON/MONITOR.** Dates: \_\_\_\_\_
- VISUAL PRESENTATION STATION.** Dates: \_\_\_\_\_
5.   Intended Courtroom Use: The equipment is intended for use as follows:  
Case: \_\_\_\_\_ v. \_\_\_\_\_ Case No. \_\_\_\_\_  
Judge: \_\_\_\_\_ Courtroom No. \_\_\_\_\_
6.   Rental Agreement: Upon receipt of the equipment, attorney agrees to notify OBA if it is not in good working condition. Attorney promises to return the equipment in the same good working condition, or to pay for the repair or the replacement of the equipment, at OBA’s election. Attorney agrees to pay the rental rate specified on the reverse side of this Equipment Rental Agreement, payable upon receipt of a billing statement from the OBA.
7.   Limitation of Damages: The parties agree that OBA is not responsible for any damages, direct or indirect, caused by the operation of or the failure of the equipment. OBA gives no warranty, expressed or implied, regarding the function of the equipment or fitness for a particular purpose, except that the equipment is in good working condition at the time that the equipment is taken by attorney.
8.   Effective Date: This agreement and reservation of equipment shall not be effective until the OBA receives the agreement and applicable deposit at its office at 2133 California Plaza, Suite 150, Omaha, NE 68178 **AND** a copy of the agreement is provided to the Court Administrator’s Office. **BOTH OFFICES MUST BE NOTIFIED IN WRITING IN ORDER TO AVOID DOUBLE BOOKINGS.**

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTORNEY:

By: \_\_\_\_\_

Telephone: \_\_\_\_\_

# NEW COURTHOUSE EQUIPMENT

## NEW RENTAL PRICES

| <b>VISUAL PRESENTATION STATION</b> |                  |  |                    |                  |
|------------------------------------|------------------|--|--------------------|------------------|
| *See description below             |                  |  |                    |                  |
| <b>OBA Members</b>                 | <b>TOTAL</b>     |  | <b>Non-Members</b> | <b>TOTAL</b>     |
| 1-2 Days                           | <b>\$150/day</b> |  | 1-2 Days           | <b>\$225/day</b> |
| 3-5 Days                           | <b>\$120/day</b> |  | 3-5 Days           | <b>\$180/day</b> |
| 6+ Days                            | <b>\$105/day</b> |  | 6+ Days            | <b>\$160/day</b> |

**\*The Visual Presentation Station includes the following:**

Rolling Stand  
Laptop Computer  
Annotation Device/Starboard Software  
Scanner  
DVD/VCR  
ELMO  
Three 19" Monitors (judge/counsel)  
One 52" Monitor (jury)

| <b>DVD-VCR OR ELMO/EPSON</b> |                  |  |                    |                  |
|------------------------------|------------------|--|--------------------|------------------|
| <b>With TV/Monitor</b>       |                  |  |                    |                  |
| <b>OBA Members</b>           | <b>TOTAL</b>     |  | <b>Non-Members</b> | <b>TOTAL</b>     |
|                              |                  |  |                    |                  |
| Half Day                     | <b>\$ 50/day</b> |  | Half Day           | <b>\$ 75/day</b> |
| 1-2 Days                     | <b>\$100/day</b> |  | 1-2 Days           | <b>\$150/day</b> |
| 3-5 Days                     | <b>\$ 80/day</b> |  | 3-5 Days           | <b>\$120/day</b> |
| 6+ Days                      | <b>\$ 70/day</b> |  | 6+ Days            | <b>\$105/day</b> |

**DVD-VCR or ELMO/EPSON equipment consists of the following:**

One EPSON (ELMO)  
Two TV/DVD Combos  
Two TV Monitors  
Two DVDs  
One DVD/VCR Combo

**BEGINNING JULY 1, 2010 FISCAL YEAR, SALES TAX OF 7% WILL BE ADDED**