



CAMERA PARTNERS

Equipment Rental Contract (the "Contract")

Customer/Lessee Information

Business Name of Lessee: _____

DBA (if different): _____

Billing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Fax: _____ E-Mail: _____

Accounts Payable Representative and Phone Number: _____

Authorized Purchasers: _____

Job Name/Job Number: _____

RENTAL POLICIES

CHARGES & PRICES

- Equipment is rented on a per day basis. Minimum daily rental is \$20.00. Minimum rental period is one day or 24 hours. Daily rental charges accrue for each day, or portion thereof, that equipment is in the possession of Lessee or Lessee's agents. Travel day rates are available upon request.
- Saturdays, Sundays, and Holidays are considered rental days when equipment is used and/or possessed by Lessee and will be billed as such.
- Rental prices do not apply toward purchase.
- Rentals are subject to sales tax. Tax-exempt customers must have a current Indiana exemption certificate on file.
- Equipment may be picked up from Camera Partners ("Lessor") premises after 3:00 p.m. the day before the start of the rental period.
- Early morning pickup and late night return can be scheduled and are available outside of normal business hours (Monday through Friday, 9 a.m. to 5 p.m.), there will be a minimum fee of \$45 charged for the first hour and \$25 every additional hour outside normal business hours.
- Delivery of equipment is available for an additional fee. Deliveries will be unloaded from the truck only. Delivery drivers are not responsible for transporting equipment away from the delivery vehicle. Lessee is responsible for the transport of equipment from the truck into shooting locations and vice versa. If equipment transport is needed, there will be a fee of \$45 per man charged for every hour of time it takes Lessor to deliver or recover its equipment. Deliveries are available from 9 a.m. to 5 p.m. Monday through Friday. If the driver must leave Lessor's warehouse before 9 a.m., or return after 5 p.m., additional after-hours service charges will apply.
- Equipment rentals must be returned to Lessor's premises before 10:00 a.m. the day following rental or full rental will be charged for that day. If equipment is not returned appropriately, there will be a fee of \$45 per man charged for every hour of time it takes Lessor to recover its equipment.
- Expendables are not included in the rental fee. Any expendable items used will be billed after the job at the current list price (price list available upon request). Lessee agrees to pay for all expendables used.
- A restocking fee of 15% applies to all expendables ordered but returned or not used.
- Lamps, if burned out, must be returned for credit. Broken or unreturned lamps will be charged at list price.
- Prices and specifications in Lessor's catalog are subject to change without notice.
- Equipment may not be taken out of the Continental U.S.A. without prior permission in writing from an authorized official of Lessor. If Lessor permits equipment to be taken out of the Continental United States; Lessee is responsible for registration with the U.S. and Foreign Customs. No rental allowance will be made for time lost due to improper documentation, impounding or delays of equipment by Customs for any reason. Additional Insurance coverage for Foreign Liability and Political Risk and Confiscation are also required.

TERMS & CONDITIONS

- Payment is due prior to the rental period for customers with out a credit account unless otherwise required or agreed by Lessor in advance of rental period.
- Except as provided below, interest of 1.5% per month will be charged on past due accounts. Payments on past due accounts will be applied to finance charges first then to outstanding balance.
- If Lessor places past due account with an attorney or collection agency, Lessee is liable for and agrees to pay any and all reasonable collection costs, attorney fees and court costs.
- Credit accounts will be granted only upon approval of credit application. Net amount of invoice is due within thirty (30) days from due date of invoice. Two percent (2%) per month (24% per annum) will be charged on accounts unpaid over thirty (30) days from date of invoice. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with Lessor.
- Rentals are for agreed dates only. Lessor must authorize extension of rental period. Unauthorized extension will be charged at full daily rate (i.e. weekly, monthly rate will not apply). When rental equipment is not available from Lessor, Lessee agrees to accept comparable equipment obtained by Lessor from other sources. Rental charges for such equipment may be at rates other than published by Lessor and may be charged at full daily rates when notified in writing.
- Cancellations:
 - Equipment: two full working days notice to avoid charge for loss due to cancellation.
 - Personnel: one full working days notice to avoid charge for loss due to cancellation.

RESPONSIBILITY

- It is assumed that each Lessee or end user understands the operating procedures for each piece of equipment ordered. Proper care, operation, application and understanding of equipment are solely the responsibility of the Lessee.
- Lessee shall, at his own expense, protect, keep and maintain, in Lessee's custody, the equipment in good state of condition and repair, and shall not use or operate such equipment other than in a manner and for the use contemplated by the manufacturer thereof, and agrees to return the same to Lessor's premises upon termination of the rental period in the same condition and good order as when received.
- Lessee shall not lease, loan or authorize the use of the equipment described herein to any other persons, firms, or corporations, and the equipment shall at all times remain under the immediate and actual control and direction of the Lessee.
- Lessor is not responsible for theft of or damage to any equipment on its premises. Equipment stored at locations other than that of the Lessor are the sole responsibility and risk of the Lessee.
- Lessee agrees not to remove, cover, deface or alter any tag, serial number or nameplate on any piece of Lessor's equipment.
- In the event of loss or damage to the leased equipment, Lessee agrees to compensate Lessor at the daily rate per catalog price when the leased equipment is out of service for repairs or replacement as a result of said equipment being lost, stolen (including while vehicle is unattended), missing or damaged, other than as a result of reasonable wear and tear.
- In the event of any loss, the value of leased equipment shall be that listed in the manufacturer's current user price list effective at time of loss plus shipping and taxes when applicable. There shall be no deduction in replacement cost for depreciation, nor shall accrued rental charges be deducted from the replacement cost.
- Lessee agrees to admit Lessor or agent thereof to enter the premises upon which rental equipment is kept for the purpose of checking the state and condition of Lessor's equipment, or for the purpose of repossessing the equipment in the event that the customer is in default of any term of the lease, whatsoever.
- Lessee shall not remove the leased property from the ground in any airplane or boat or any craft used for air or water travel including but not limited to helicopters, blimps, drones and hot air balloons without written consent of Lessor and appropriate insurance addendums for use of Lessor's equipment in an aircraft and/or watercraft.
- Lessee understands and agrees that the lessee is responsible for any deductible associated with their insurance policy for the use of renting equipment from Camera Partners. Lessee authorizes Camera Partners the ability to charge Lessee' credit card for any applicable deductible.

Lessee Initial: _____



CAMERA PARTNERS

- 11. PERSONAL GUARANTEE: If the Lessee is a corporation or partnership, then the person signing this contract, whether signing as an officer or partner or not, personally guarantees payment due under the contract. The undersigned unconditionally guarantees to Lessor the full and prompt payment of any and all indebtedness, which may at any time be owing to Lessor by corporation or partnership, and the undersigned agrees to pay all said indebtedness. The obligations and liabilities of Lessee and the undersigned guarantor shall be joint and several.
- 12. In the event of Lessee's failure to comply with any of the obligations, terms and conditions listed above, Lessee agrees to indemnify Lessor and to hold Lessor and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.
- 13. Lessee hereby waives all notice of default and demand for payment.

INSURANCE

- 1. Lessee agrees to maintain All Risk or Special Form Basis Insurance Coverage including Transit, Unnamed locations, Breakage and Theft from Unattended Vehicles with a dollar amount to meet or exceed the Replacement Cost Value of the equipment being rented from Lessor, Commercial Liability Insurance Coverage to meet or exceed \$1,000,000.00, Third Party Property Damage Liability Coverage, Workers Compensation and Employer's Liability Coverage.
- 2. Certificates of insurance must be issued by the insurance company, and made available to Lessor, naming Lessor as Additional Insured and Loss Payee.
- 3. Failure by Lessee to procure said insurance shall not affect Lessee's obligations under the terms and conditions of this lease.
- 4. It is hereby agreed and understood that the customer is responsible for any and all deductibles under their insurance. **Camera Partners has the right to charge for any deductible that the insured has under their insurance by using the credit card on file.**

MISCELLANEOUS

- 1. Lessee has inspected or may inspect the equipment and/or the vehicle(s) before the start of a job.
- 2. Lessor makes no guarantee, warranty, or representation as to the performance, condition or operability of the equipment or its suitability for the job (Lessee takes the equipment on an as-is basis).
- 3. Lessor's acceptance of the return of rented equipment is not a waiver of claims the Lessor may have against Lessee, nor a waiver of claims for latent or patent damage to the equipment.
- 4. Lost and/or damaged equipment will be reported to Lessee as soon as possible and appropriate charges will be invoiced.
- 5. The terms and provisions of this Contract shall be governed and construed in accordance with the laws of the State of Indiana. The parties agree that any dispute arising from or under this Contract shall be pursued in courts in Marion or Johnson County, Indiana.
- 6. Lessee agrees to pay all attorney's fees and costs incurred by Lessor in protecting its rights under this Contract, enforcing this Contract or in suing the Lessee for breach of this Contract.
- 7. This Contract contains the entire understanding between the parties. No oral modification, even by an employee of Lessor, can modify this Contract. This Contract can only be modified in writing and signed by both parties. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8. It is fully understood that by signing Lessee agrees to all terms and conditions found in the Camera Partners Equipment Rental Contract **a copy of which will be given to Lessee if requested.**

PLEASE CHECK YOUR ORDER CAREFULLY BEFORE SIGNING THE CONTRACT. YOU ARE RESPONSIBLE FOR THE QUANTITY AND CONDITION OF THE EQUIPMENT AS LISTED ON YOUR RENTAL CONTRACT AND WILL BE BOUND BY THE POLICIES, TERMS AND CONDITIONS HEREIN.

I have read and agree to all of the terms and conditions and Rental Policies stated in this Equipment Rental Contract. Further, by signing below and executing this Contract, I hereby represent and warrant that I am an authorized agent of the Lessee or am otherwise authorized and have the full authority to bind Lessee to this Contract.

Lessee: _____

Authorized Signature(s): _____

Printed Name(s): _____

Title: _____ Date: _____ Phone: _____

The undersigned executes this Contract individually to acknowledge, consent and agree to the Person Guarantee set forth in Responsibility, Section 10 above.

Signature: _____ Printed Name: _____

Lessor:
Camera Partners
Authorized Signature: _____

Printed Name: _____ Title: _____ Date: _____



RECORDED CONTENT DISCLAIMER

Customer agrees to return all rented **“Media”** (as defined below) to Camera Partners, (**“Company”**) with all **“Recorded Content”** (as defined below) securely and permanently erased.

“Media” means any and all methods, processes or devices, whether now known or hereafter devised, by or onto which pictures, images, data and visual and/or aural representations are recorded or otherwise preserved for projection, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, CF/SC/P2/SxS/SR Cards, Flash memory, Hard Drives, Solid State Drives, USB Drives and all present and future technological developments, whether produced by means of photographic, electrical, electronic, digital, laser, mechanical or other processes or devices now known or hereinafter devised. **“Recorded Content”** means any and all pictures, images, data and visual and/or aural representations that are recorded or otherwise preserved for projections, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, time code and databases.

Furthermore, Company is authorized by the Customer, but not obligated, to erase Media at any time upon its return to Company so that all Recorded Content is stripped and removed. Customer acknowledges that Company shall have no legal expected to retain said Recorded Content for any period of time under this agreement. It is the Customer’s sole responsibility and obligation to contract separately for the safeguarding and storage of their Recorded Content.

Company is not responsible for the loss of Recorded Content from any cause whatsoever, including, but not limited to technical malfunction, physical damage, or errors on the part of Company employees, agents, representatives, contractors or sub-contractors, nor any consequential loss or damage of any kind whatsoever.

COMPANY MAKES NO GUARANTY, REPRESENTATION, WARRANT, EXPRESS OR IMPLIED, AND THERE SPECIFICALLY IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO BOTH THE MEDIA AND RECORDING EQUIPMENT.

The Customer agrees to be solely responsible for the selection of their equipment and Media, including the reliability, durability and/or suitability of such Media and equipment for the purpose of recording or storing Recorded Content of any type.

Data recovery is not offered under this agreement, and must be contacted separately with a data recovery vendor.

In the even the Customer needs and/or wants to attempt recovery of Recorded Content from Media that has previously been rented by Company, upon Customer’s request, Company will return such Media to the Customer, subject to a rental charge, provided such Media is available. The Customer agrees that the Media, returned to them for data recovery, shall be considered to be **“On-Rent”** until the Media is returned to Company. The rental charge for the Media shall not be higher than the published rental rate of Company and shall be owed to Company regardless of whether the Customer was able to recover their data.

Any special handling instructions, practices, compliance, security protocols, protections or safeguards, not provided for herein, must be defined in writing by the Customer and agreed to by Company prior to the return of the Media for any reason other than exchange for other Media or final return of Media to Company at the conclusion of the Rental Period.

BY SIGNING THIS DOCUMENT, I AGREE TO THE RECORDED CONTENT DISCLAIMER OF CAMERA PARTNERS.

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____