

# Equipment Rental Contract

1. **Disclaimer** – Every effort is made to assure descriptions and prices are correct. The Photo Classroom reserves the right to correct errors as needed. All prices and availability are subject to change without notice.
2. **Rental period** is for the duration of calendar days contained within this contract, either 3 or 7 days. The first day of the rental period begins when the contract is signed. The equipment must be return on the last day of the rental.
3. **Shipping**, outgoing shipping will be charged to the customer at the time of the initial transaction. Shipping will be by insured UPS with signature required upon receipt, unless both parties have agreed to other shipping methods prior to the transaction. Return shipping is the responsibility of the customer but must be by FedEx or UPS with insurance for the value of the equipment.
4. **Late returns** are charged an additional 3-day rental fee. Renter agrees that said fee will be charged to the same credit card used for rental guarantee. In the event the rental is not returned 5 days after the due date, the item will be considered stolen and the customer's credit card will be charged for the full retail amount of the item.
5. **Damage or Loss** of the equipment during the rental period is entirely the renter's responsibility. If the renter has not notified The Photo Classroom of damage within 3 hours of receiving the equipment, both parties agree the equipment was received in good working order.
  - a. In the event of loss of the equipment, customer agrees to pay the replacement cost of the equipment to The Photo Classroom.
  - b. In the event of damage to the equipment, customer agrees to pay actual repair costs at the manufacturer's factory service center.
  - c. In the unlikely event that customer claims the equipment "failed" rather than was damaged, the report of the factory service center will be considered binding concerning equipment failure or damage.
  - d. It is strongly suggested that customers obtain loss insurance on the item for the duration of the rental period.
  - e. Our acceptance of equipment on return is not a waiver by us of any claims for damage to the equipment.
6. **Liability** – The Photo Classroom does not assume, and the customer indemnifies The Photo Classroom against, any liability or claims resulting from use or malfunction of the equipment. The customer assumes all liability that may arise from use or failure of the equipment.
7. **Taxes or duties** – The renter agrees to keep the lens free of any taxes, duties, liens or other encumbrances. In the event such are levied against the

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equipment, renter agrees to reimburse The Photo Classroom in full for those charges.

8. **Ownership** – The equipment remains at all times the sole and exclusive property of The Photo Classroom. The renter has no rights or claims to the equipment. The Photo Classroom does not have or make any claim to images made by the renter while using said equipment.
9. **Default** – If the renter fails to meet any obligation under this agreement, The Photo Classroom has full right to take immediate possession of the equipment; to make a charge to the renter's credit card for the replacement value of the equipment; to pursue any legal remedies; and to sue to recover any lost equity or income. In the event of litigation to recover any damages, renter is held responsible for all court costs and legal fees incurred by The Photo Classroom.
10. **Severability and Governing Laws** – This represents the entire agreement between these two parties. If any portion of this agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable. The agreement shall be enforced according to the laws of Mecklenburg County, the State of North Carolina.

## Rental Information

| Item  | Serial # | Value | Rental Period | Fee   |
|-------|----------|-------|---------------|-------|
| _____ | _____    | _____ | _____         | _____ |
| _____ | _____    | _____ | _____         | _____ |
| _____ | _____    | _____ | _____         | _____ |

*Credit Card Type* \_\_\_\_\_ *Card #* \_\_\_\_\_

I have read and fully understand the above mentioned terms and will adhere to this agreement.

\_\_\_\_\_  
(Signature of Renter)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of The Photo Classroom)

\_\_\_\_\_  
(Date)