



800.262.0515

Richmond Camera Shop, Inc. Rental Agreement

THIS EQUIPMENT LEASE AGREEMENT ("Lease") is made and effective by signing this rental agreement, by and between Richmond Camera Shop, Inc., ("Lessor") and current user ("Lessee"). By signing this agreement, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. Lessor may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By signing this agreement, Lessee indicates acceptance of the modified Terms and Conditions. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Disclaimer** – Every effort is made to assure descriptions and prices are correct. Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.
2. **Lease** – Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment ("Equipment"): shown at time of pickup.
3. **Term** – The term of this lease shall commence at time of pickup or the first day of the rental period shown on order receipt. The term of this lease shall expire on the expiration of the term of days shown on the order receipt. The Equipment must be returned to the place of pickup no later than 5:00PM of business on the last day of the term of the lease.
4. **Rent** – Rent and a deposit, if applicable, must be paid in advance, in full.
5. **Late Returns** – Late returns are penalized a maximum daily penalty equivalent to 75% of the 3 day rental rate for the Equipment. Any penalties will be charged to the Lessee's form of payment on file with Lessor.
 - a. In the event the rental is not returned 2 days after the due date and Lessor has been unable to collect the applicable penalties, the equipment will be considered stolen unrecoverable and the Lessee's form of payment will be charged the full replacement value cost new of the Equipment.
 - b. If Lessor is unable to collect penalties or the replacement value of the equipment after 5 days, the Lessee shall be considered to be in Default.
 - c. Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.
6. **Use** – Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinance, and regulations in any way relating to the use or possession of the Equipment.
7. **Cancellation by Lessor** – Lessor reserves the right to cancel any order, for any reason, at any time.
8. **Cancellation by Lessee** – Lessee may cancel an order subject to the following terms:
 - a. If a reservation is cancelled by Lessee before no later than 24 hours before scheduled pickup time the cancellation will result in no charge.
9. **Ownership** – The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment. Lessor makes no claims to images, video, or sound recordings made by the Lessee while using the Equipment.
10. **Damaged or Modified Equipment** – Lessee shall keep the Equipment in good repair and condition.
 - a. Lessee shall not materially modify or alter the Equipment.
 - i. In the event of any material modifications, Lessee will be responsible for all reasonable costs of Lessor in restoring the Equipment to its normal condition.

- ii. Lessee assumes and shall bear the entire risk of damage to the Equipment from any cause the term of the Lease. A per incident fee of \$25 will be applied to minor damage at sole discretion of the Lessor.
- b. Unless pre-existing damage is reported to Lessor when Lessee takes possession of the Equipment, it is assumed any damage to the equipment occurred during the term of the Lease.
- c. In the event of damage, Lessor shall choose the repair method and venue, within reason.
 - i. If Lessor chooses an external venue for repair, Lessee is responsible for the total cost of repair, if commercially reasonable.
 - ii. Lessor may elect to repair the Equipment in-house. In these cases, Lessee shall be responsible for Lessor's reasonable expenses for parts and labor.
 - iii. Lessee's form of payment shall be charged the amount of repair expenses owed to Lessor. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.
- d. At Lessor's discretion, a cleaning fee may be charged if any of the following must be removed from the equipment upon return:
 - i. Smoke, soot or ash
 - ii. Mud or dirt
 - iii. Chalk or powder
 - iv. Sand
 - v. Any other matter that must be removed from the Equipment before it is placed back in Lessor's inventory

11. Loss of Equipment – Lessee assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease.

- a. **Lost or Stolen Equipment** – In the event that the Equipment is reported by Lessee to be lost or stolen during the term of the Lease, Lessee is liable to Lessor for the replacement value cost new of the Equipment.
 - i. Lessor shall charge Lessee's form of payment the amount owed for replacement of the lost or stolen Equipment.
 - ii. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.
- b. **Unreturned Equipment** – If the Equipment is not returned within five days of expiration of the term of the Lease, the Lessee shall be liable for the replacement value cost new of the Equipment.
 - i. Lessor shall charge Lessee's form of payment the amount owed for replacement of the unreturned Equipment.
 - ii. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.

12. Default – In the event of default, all amounts owed by Lessee to Lessor are immediately due.



- a. In the event of default, Lessee shall be responsible for any reasonable expenses of Lessor in attempting to recover the amount owed from Lessee including collection fees and attorney's fees.
 - b. Lessor reserves the right to pursue all available civil and criminal remedies against lessee, including but not limited to: recovering possession of the equipment, obtaining from
 - c. Lessee's form of payment any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any civil remedies available. These remedies are not exclusive.
13. **Missing Accessories** – In the event of any missing accessories (caps, hoods, tripod rings, bags, etc.), Lessee is fully liable to Lessor for the replacement cost of the missing items.
 14. **Liability** – Lessor does not assume, and the customer indemnifies Lessor against any and all liability or claims resulting from use or malfunction of the equipment. Lessee assumes all liability that may arise from use or failure of the equipment.
 15. **Taxes or Duties** – The Lessee agrees to keep the Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, renter agrees to reimburse Lessor in full for those charges.
 16. **Ownership** – The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment. Lessor does not have or make any claim to images, video, or sound recordings made by the Lessee while using the Equipment.
 17. **Severability and Governing Laws** – This represents the entire agreement between Lessor and Lessee. 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 the Commonwealth of Virginia

I, _____, have read, understood, and agree to the terms of this lease agreement.

Signature: _____ Date: _____