

## Rental Terms & Conditions

- The attached Customer Account Information must be filled out in person at PROtog rentals. At time of application you will need to provide a current government issued photo I.D. and a current credit card (Visa, MC, or American Express). When rental equipment is picked up, the credit card will be authorized for the full replacement value of the equipment rented. When the equipment is returned in same condition, the authorization will be erased and any form of payment can then be used for the payment of the rental.

-We also accept insurance in lieu of a credit card deposit. At time of reservation, please provide us with a Certificate of General Liability Insurance naming PROtog Rentals, LLC. As Additional Insured and as Loss Payee, with limits not less than \$1,000,000 of General Liability Insurance, including Premises Liability and Product / Completed Operations Liability Insurance and the full replacement cost of the rented equipment on an All Risk, Replacement Cost basis. Equipment must be returned in same condition as when it was rented.

If you have any questions about these requirements, please contact us.

1. Lessee accepts the herein described equipment and accessories, and Lessor acknowledges that it is providing the equipment in good condition at the inception of this lease.
2. Lessee agrees that the term of this lease commences when the herein described equipment is in Lessee's sole care and control and concludes when rental is returned to Lessor at the original lease site and all applicable fees are paid in full.
3. Lessee is responsible for delays and/or damage arising from shipping and transportation of the herein described equipment.
4. Lessee agrees to return the herein described equipment, together with any and all accessories, at the end of the rental period in the same good condition as when received by Lessee, reasonable wear and tear from permitted uses excepted.
5. Lessee agrees to pay for the repair of damage to, or the replacement of any equipment and/or accessories lost or damaged while in the possession of Lessee or his/her agents. The decision to repair or replace damaged items rests solely with the Lessor but in no event shall the repair or replacement costs exceed the replacement value stated herein.
6. Lessee agrees that a rental day is twenty-four (24) hours and that the minimum rental charge is for that same period of time.
7. Lessee agrees that the minimum late fee is equal to one (1) rental day and is billable one (1) hour after the due time as stated on if the contract the equipment still has not been returned.

8. Lessor has made every effort to briefly demonstrate the function of the herein described equipment and/or to provide instruction manual(s) wherever possible. Except if due to the negligence or willful misconduct of lessor. Lessor is not responsible for equipment failure due to inadequate knowledge by Lessee or his/her agents. Should a piece of equipment fail to operate properly during the lease period, the Lessee or his/her agents, if possible, should notify Lessor at that time, not upon the end of the lease period. Lessor will do whatever possible to solve the problem or replace the defective equipment before the due date. Failure to notify Lessor of equipment problems may result in forfeiture of rental deposit.

9. Lessee agrees that software provided by Lessor has minimum system requirements as established by the software manufacturer and that Lessor does not warrant or guarantee that the provided software is compatible with the Lessee's computer system. Lessee further agrees that Lessor is not responsible for software upgrades, and does not provide software technical support.

10. Lessor reserves a period of seventy-two (72) hours after the conclusion of this agreement to fully inspect the herein described equipment for damage and proper function. Should Lessor find any damage attributable to Lessee during the period that the equipment was in Lessee's sole care, custody and control, Lessee shall be notified immediately. Failure to notify Lessee of any damage within the stated seventy-two (72) hour period exonerates Lessee of payment responsibility.

11. Lessor's liability is limited to, and shall never exceed, the rental rate paid herein.

12. Lessor retains all right, title, and interest in and to the herein described equipment and therefore maintains the right to terminate this lease at any time and recover the herein described equipment if not promptly returned by Lessee when requested by Lessor. Lessee shall be liable for any and all costs incurred by Lessor in the recovery process.

13. Lessee shall indemnify and save harmless Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising from, connected with, or resulting from Lessee's use of the equipment, or any character occasioned by the operation, including without limitation the manufacture, selection, delivery, possession, use, operation, or returning of the equipment during the rental term or until the equipment is returned to PROtog rentals.

**New Customer's Acknowledgment of Rental Terms & Conditions:**

By filling out and signing the form below, the customer affirms that their authorized representative has read the previous rental terms and conditions, and understands same, and that customer has freely sought and taken, or foregone, legal advice, as its interests have dictated.

**CUSTOMER ACCOUNT INFORMATION:**

CUSTOMER NAME:

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BUSINESS NAME:

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BILLING ADDRESS:

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PHONE:

OFFICE: \_\_\_\_\_

MOBILE: \_\_\_\_\_

FAX: \_\_\_\_\_

e-MAIL

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GOVERNMENT PHOTO I.D. (NUMBER, STATE, & EXPIRATION DATE)

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CREDIT CARD INFO:

NAME ON CARD: \_\_\_\_\_

CARD NUMBER, EXPIRATION DATE, & SECURITY CODE

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CUSTOMER'S SIGNATURE:

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By signing, the customer understands that this information will be kept on file unless or until a change is provided in writing to PROtog Rentals.

OTHERS AUTHORIZED TO PICK UP RENTAL: (NAME AND I.D. #)

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