

## Rental Agreement

Rentals are for a 24-hour period. In the event of a weekend rental, the equipment may be picked up or delivery between 11:00am to 1:00pm on Friday and must be return by 11:00am the following Monday, unless prior arrangements are made with IMAGE DOCTOR.

All materials supplied with the instruction, cords, case, caps, etc. Must be returned in the case as provided. Renter will be charged twice the replacement cost for any items, including equipment.

All materials will be returned in the same condition as when received. Any problems regarding the operation of the equipments should be noted in the log. If noting in noted, it will be assumed that the equipments was free of problems.

- A minimum of one day rental fee will be charged on all equipment.
- Possession constitutes use.
- All equipment is issued on a 24 hour basis.
- The due in time is the same as checkout time
- Rental fees continue to accrue until the property is returned.
- Items returned late by more than 30 minutes will be assessed a "late fee" equal to 1/2 the daily rental fee.
- Daily late fees will be accumulated for each day late after the due date.
- The delay in return of property that interferes with the issuance of this equipment to another patron will result in the assessment of late fees at 2 times the daily rental fee.
- Customers **MUST** thoroughly inspect all property **BEFORE** leaving the facility to insure the items are clean, complete, and in good working order. All deficiencies must be noted on the checkout receipt. The customer will be held responsible for any items lost, damaged or destroyed.
- All equipment must be returned clean. Equipment returned unclean will be returned to the customer for cleaning. Daily fees will be charged accordingly.
- Customers that need equipment for more than 3 days must coordinate arrangements in advance.

This is a contract of renting only and not of sale. The undersigned renter agrees that he/she has rented the item(s) herein described upon the express condition that it will at all times remain property of the rental agent named above; that he/she has examined the item, found it to be in good condition and will return it in as good condition as when he/she received it, ordinary wear and tear accepted; that he/she will return at once to the rental agent any item not functioning normally; that he/she will pay promptly when due all charges which accrue because of this rental, including damages to said item. In the event the renter fails to return the said item at the agreed time, or fails to abide by any of the other terms of this contract, the rental agent may repossess it without notice to the renter, and the rental agent is hereby released from all claims arising there from. All charges are based on the time item is in renter's possession whether in use or not.

**IMAGE DOCTOR** *AV Rental Services*

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## **Rental Terms & Conditions:**

These terms and conditions form part of the rental contract (the "Rental Contract") between you and **IMAGE DOCTOR** the rental company (the "Rental Company"), and apply to all the equipment (the "Equipment") rented by you. These terms and conditions constitute additional provisions of, and guides to interpretation of the Rental Contract. In the event of a conflict between these terms and conditions hereof and the Rental Contract, the terms of the Rental Contract shall prevail.

### TESTING THE EQUIPMENT.

TEST THE EQUIPMENT ("EQUIPMENT" INCLUDES ALL TYPES OF RENTAL EQUIPMENT). You will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order. You may test the Equipment at the rental facility, on location, or at another place.

YOU ARE CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assume all risk of loss from the time that the Equipment is set aside from the Rental Company's general rental inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests you must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

### TRANSPORTING EQUIPMENT - PICK UP & DELIVERY.

YOU MAY PICK UP AND RETURN THE EQUIPMENT at the rental facility, during business hours. IF YOU DO NOT PICK UP AND/OR RETURN THE EQUIPMENT AT THE RENTAL FACILITY YOU MAY ARRANGE FOR DELIVERY AND RETURN AT THE TIME OF YOUR INITIAL ORDER. At your request, the Rental Company will arrange shipment of the Equipment to your designated location. The Rental Company is not responsible for shipping delays once the Equipment is delivered to the carrier. The Rental Company will not accept collect shipments from you. All shipping will be pre-arranged by the Rental Company, you will be issued a confirmation number by e-mail at the time of your order followed by a final confirmation e-mail with the shipping tracking number. Your rental period begins when the equipment is received and signed for by the persons designated on your initial order form, your rental ends when the equipment is delivered to the shipping agent for return to the Rental Company. using the forms enclosed with your rental, verified by the tracking number issued at that time.

### YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

YOU ASSUME ALL RISKS OF LOSS. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, while on your own premises and while in use, or storage.

YOUR RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED AND THE RENTAL TERM HAS EXPIRED. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours; 2) equipment has been delivered to the authorized shipping agent and verified with a tracking number; 3) the term of the Rental Contract has expired and the equipment has been returned and received by the Rental Company in good working order.

### RESTRICTIONS UPON THE USE OF THE EQUIPMENT

USE BY QUALIFIED TECHNICIANS ONLY. The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws. NO SUBLEASE BY YOU IS PERMITTED. You may not sublease all or any part of the Equipment without written consent of the Rental Company.

DO NOT REMOVE SERIAL NUMBERS OR COVER COMPANY LOGOS. You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

### NO WARRANTY OR GUARANTY

Except as provided by the law, Equipment is rented to you without warranty or guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing.

### EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS DEFECTIVE, you should notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company for evaluation. The Rental Company will make a reasonable effort to repair or replace the Equipment in the shortest amount of time.

LOSS AND DAMAGES. Upon return of damaged equipment, the Rental Company will make a determination of the extent of the damage and the required repairs. You and/or your representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, the Rental Company's judgment shall be conclusive upon you. Should the Rental Company determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

LOST, STOLEN OR DESTROYED EQUIPMENT. In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, NOTIFY THE RENTAL COMPANY, AND FILE A POLICE REPORT. In all instances immediately report any missing, lost, or stolen equipment to the Rental Company and file a report with the local authorities.

#### RENTAL CHARGES AND LATE CHARGES

YOU MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract or up until 10:30AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:30AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment.

IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION, the rental period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond the Rental Company's control. The acceptance of the return of the Equipment by the Rental Company is not a waiver by the Rental Company of any claims that it may have against you.

RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM(S) shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to the Rental Company. If requested you shall advance the money in order to allow the Rental Company to repair or replace the equipment.

WEEKENDS AND HOLIDAYS. When on a daily schedule, you will be charged the daily rental rate for weekend days and Holidays if the Equipment is used. MINIMUM CHARGES. There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.

#### CREDIT INFORMATION AND PAYMENT TERMS

THE TERMS OF PAYMENT are based upon credit information you supply at the time of rental. Should there be any change in such information, you agree that the Rental Company may demand immediate payment without prior notice. PAYMENT TERMS. Rental invoices and loss and damage invoices are payable upon receipt of invoice and not later than net 10 days. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge may be assessed, which you are expected to pay. If the company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent.

RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE. Rental payments may not be applied to the purchase price of any equipment.

CANCELLATION PENALTIES. The Rental Company shall be entitled to compensation, not to exceed the rental payments, for any losses the Rental Company may sustain because of your cancellation of all or part of an order. Technician or any equipment canceled within 24 hour of a function's start time will be charged at full rental price.

#### TITLE AND OWNERSHIP

You specifically acknowledge the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

#### RIGHT OF ENTRY AND INSPECTION

The Rental Company shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, the Rental Company has the right to remove all of the Equipment without any liability to you, and without prejudice to the Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.

#### INDEMNIFYING THE RENTAL HOUSE

You agree to indemnify the Rental Company and to hold the Rental Company 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.

#### MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE in which the Rental Company is located. The Rental Contract shall be deemed to have been made in the County in which the Rental Company is located, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State in which the Rental Company is located. WHEN THE CUSTOMER IS A CORPORATION. The person executing the Rental Contract on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Contract and obligate the corporation. DEFAULT AND BREACH OF TERMS: Each Rental Contract includes provisions for remedies in the event of default by you in payment of rent, or your breach of any terms of the Rental Contract, etc. Please read these sections in the Rental Contract carefully to understand your rights.

ENTIRE AGREEMENT. The signed Rental Contract or verification of these Terms & Conditions by web site check box constitute the entire agreement between you and the Rental Company. Any changes must be made in writing and agreed to by both parties.

#### FOREIGN USE (OUTSIDE THE U.S.) / ADDENDUM #1

You must notify a U.S. based Rental Company of your intention to use the Equipment outside the U.S.A. and gain their permission to do so.

TERMS AND CONDITIONS APPLY. All of the preceding terms and conditions apply to Equipment which is rented from a U.S.A. based Rental Company and is transported to a location outside the U.S.A.

RENTAL HOUSE WILL PROVIDE AN ITEMIZATION OF ALL EQUIPMENT, Listing: brand name; country of origin/manufacture; item; serial numbers; and replacement value.

**IMAGE DOCTOR** *AV Rental Services* Lafayette, CA 94549 925-2709372

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Thank you!