

VIDEOFAX

Rental Agreement

1. Upon taking possession of the equipment, Rentee acknowledges that s/he has received the equipment as itemized and in good working condition, except any latent defects. All equipment shall be available for inspection prior to pick-up. If Rentee fails to inspect, prep or test equipment, Videofax assumes no responsibility for failure of equipment to work due to lack of compatibility or incorrect use or assembly and Rentee will be charged for full rental rates, unless due to latent defects or Videofax negligence or willful misconduct.
2. Equipment sub-rented on behalf of rentee becomes the responsibility of the rentee once it leaves the sub-rental facility, including any damage or loss occurring in shipping.
3. Rentee agrees to return equipment in the same condition in which it was received, ordinary wear and tear excepted. Rentee agrees to notify Videofax immediately should any malfunctions, damage or loss occur in the field. Rentee agrees to have no repairs performed on any equipment without Videofax's consent.
4. Videofax makes no warranties, express or implied, as to the condition, merchantability, or fitness for a particular purpose of the equipment. Rentee agrees to and hereby indemnifies Videofax harmless of and from any and all actual and verifiable losses, damages, 3rd party claims, demand of liability of any kind or nature whatsoever, including reasonable outside legal expenses, arising directly from Rentee's use, possession, condition or operation of the equipment rented, and by whosoever used or operated said equipment, unless due to Videofax negligence, willful misconduct or breach of this agreement. This indemnification shall continue in full force and effect after the term of this rental agreement for causes arising during the term of this agreement.
5. Videofax's sole remedy hereunder shall be an action at law for money damages and shall not seek to receive injunctive or other equitable relief that would enjoin or restrain any production or project in connection with Rentee's use of the equipment.
6. All media will be erased upon return to Videofax. If rentee wishes to preserve their recording they must keep the media and pay additional rental on that media until it can be erased. Videofax shall not distribute, exploit, exhibit, sell, use or display in any manner any media left on the equipment by Rentee.
7. All Rentees are requested to supply a certificate of insurance to Videofax, verifying sufficient replacement cost coverage for the equipment to be rented before the rental date. **Coverage must include theft from an unattended vehicle.**
8. Rentee assumes all responsibility for equipment while the equipment is in shipment or in the custody and control of Rentee or its representatives and will be liable for any actual and verifiable loss, theft, damage or destruction of the equipment directly arising from Rentee's use. Rentee agrees to pay for all actual, verifiable costs of commercially reasonable repair or replacement at current replacement cost without deduction for depreciation or wear, including the cost of fully insured shipping as well as actual loss sustained while the equipment is being repaired or replaced. This applies to any equipment not returned to Videofax in good working order in the time frame agreed to, reasonable wear and tear excepted. Videofax will supply equipment values on request. Videofax shall provide Rentee with an itemized explanation of any damages.
9. EQUIPMENT MAY NOT BE USED ON DRONES OR OTHER AIRCRAFT WITHOUT PRIOR APPROVAL AND SPECIAL INSURANCE.
10. Equipment leaving the United States must be insured by Rentee and registered with U.S. Customs prior to departure or listed on an International Carnet. Videofax will provide all pertinent information required by U. S. Customs at Rentee's timely request. Any equipment being shipped anywhere by rentee must be sent by insured carrier and properly packed so as to avoid damage.
11. Unless Rentee has an account with Videofax, payment is due when the equipment leaves Videofax or, if prearranged, at it's arrival on location. Payment will include California sales tax if applicable unless the Rentee has a statement of intent to resell and a valid California seller's permit on file with Videofax.
12. For Rentees with prearranged credit terms, payment in full will be due within terms or 1.5% per month will be applied to the outstanding balance. Should Videofax incur any expenses in collecting any amount due, including but not limited to reasonable outside attorney's and collector's fees, Rentee shall reimburse Videofax for all reasonable costs to the fullest extent permitted by law.
13. Rentee agrees to compensate Videofax for cancellation of rental agreement as follows:
Less than 24 hours notice: One day rental
24 - 48 hours notice: One half day rental

EQUIPMENT IS DUE BACK BY 10:30AM ON THE RETURN DATE

I have read and understood this rental agreement

Lessee signature

date

title

print name

company