

# Christian Photo Photographic Equipment Rental Agreement

Christian Photo  
 6721 Douglas Ave Urbandale, IA 50322  
[www.christianphoto.biz](http://www.christianphoto.biz)  
[info@christianphoto.biz](mailto:info@christianphoto.biz)  
 515-270-8030

**\*\*\*If you rent three or more pieces you get %10 off\*\*\***

THIS AGREEMENT ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Christian Photo, Inc. ("Lessor") and \_\_\_\_\_ ("Lessee").

Lessee information

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

## RECITALS

- A. Lessor owns and operates a retail camera store in Urbandale, Iowa, commonly known as "Christian Photo." Lessor has photographic equipment which is available for rent.

THEREFORE,

### 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 above in the "Contents" area during checkout.

### 3. Shipping

Christian Photo will not ship Equipment to Lessee

### 4. Term

The term of this lease shall commence the first day of the rental pickup date and 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 by the end of business on the last day of the term of the lease.

The RENTAL TERM of this Lease, which shall not be less than one day, shall

commence on \_\_\_\_\_, 2019, and shall terminate on

\_\_\_\_\_, 2019, at \_\_\_:\_\_\_ p.m., which is the time at which Christian Photo closes for such date.

The RENTAL RATE

The rental due under this Lease, which shall be payable upon execution of this Lease, is

Item \_\_\_\_\_ Rental Term \_\_\_\_\_ = \$ \_\_\_\_\_

Total \_\_\_\_\_ \$ \_\_\_\_\_

In addition to the rental payment, Lessee shall provide Lessor with a photocopy of his or her valid driver's license or passport and a credit card acceptable to Lessor, which card Lessee authorizes Lessor to charge against any damage the Equipment may incur arising out of Lessee use of the Equipment under this Lease.

#### 5. Rent

Rental fee and a deposit, must be paid in advance, in full by cash or credit card. Cardholder must be present at time of pick up.

#### 6. Late Returns

Late returns are penalized a maximum daily penalty of the daily rate for the Equipment. Any penalties will be deducted from the Lessee's deposit in the form of payment on file with Lessor.

1. In the event the rental is not returned 7 days after the due date and Lessor has been unable to collect the applicable penalties, the equipment will be considered stolen and the Lessee's form of payment and deposit will not be refunded.
2. If Lessor is unable to collect penalties or the replacement value of the equipment after 7 days, the Lessee shall be considered to be in Default.
3. Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.

#### 7. 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.

#### 8. Cancellation by Lessor

Lessor reserves the right to cancel any order, for any reason, at any time before delivery occurs.

#### 9. Cancellation by Lessee

Lessee may cancel an order at any time, for any reason until the Lessor transfers possession of Equipment to Lessee and off Christian Photo property.

#### 10. 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.

#### 11. Damaged or Modified Equipment

Lessee shall keep the Equipment in good repair and condition.

Lessee shall not materially modify or alter the Equipment.

1. 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.
2. Lessee assumes and shall bear the entire risk of damage to the Equipment from any cause during the term of the Lease.
3. Unless pre-existing damage is reported to Lessor before Lessee leaves Christian Photo property and Lessee takes possession of the Equipment, it is assumed any damage to the equipment occurred during the term of the Lease.
4. In the event of damage, Lessor shall choose the repair method and venue, within reason.
5. If Lessor chooses an external venue for repair, Lessee is responsible for the total cost of repair, if commercially reasonable.
6. 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.

7. At Lessor’s discretion, a cleaning fee between \$25-40 may be charged if any of the following must be removed from the equipment upon return:

8.

- Smoke
- Mud or dirt
- Chalk or powder
- Sand
- Any other matter that must be removed from the Equipment before it is placed back in Lessor’s inventory

11.

12. 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.

1. 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 of the Equipment.
2. Lessor shall not refund Lessee’s form of payment if the Equipment is lost or stolen.
3. Unreturned Equipment – If the Equipment is not returned within seven days of expiration of the term of the Lease, the Lessee shall be liable for the replacement value of the Equipment and rental deposit will not be returned to Lessee.

13. Default

In the event of default, the total amount including rental fee and deposit by Lessee to Lessor will not be returned to Lessee.

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 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.

14. 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.

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. Liability

Lessor does not assume, and the customer indemnifies Lessor against any 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.

18. 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 State of Iowa.

\_\_\_\_\_  
Lessor Signature:

\_\_\_\_\_  
Christian Photo

Date: \_\_\_\_\_

\_\_\_\_\_  
Lessee Signature

Date: \_\_\_\_\_