

# Christian Photo Photographic Equipment Rental Agreement

6721 Douglas Ave Urbandale, IA 50322

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515-270-8030

THIS RENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Christian Photo, Inc. ("Renter") and \_\_\_\_\_ ("Renter").

**Renter Information** Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

### RECITALS

Whereas Renter owns and operates a retail camera store in Urbandale, Iowa, commonly known as "Christian Photo," and has photographic "Equipment," which is available for rent and Renter desires to rent Equipment for its use.

THEREFORE, Renter and Renter (the parties) hereby agree as follows:

1. Disclaimer

Every effort is made to assure Equipment descriptions are correct. Renter reserves the right to correct any errors known as needed. All prices and availability are not subject to change during rental term.

2. Agreement

Renter hereby rents to Renter, and Renter hereby rents from Renter, the Equipment described in the below section "Equipment and Rental Rates"

3. Equipment Delivery

Renter will not ship Equipment to Renter. Renter shall pick up and return Equipment at Renter's business location address written above.

4. Term

The term of this Agreement shall commence the first day of rental pickup date and shown on order receipt. The Agreement shall expire on the expiration of the term of days shown on the order receipt. The Equipment must be returned one hour prior to the closing of the business of the last day of the rental term.

The RENTAL TERM, will not be less than one day. It will Commence on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, and will terminate on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_:\_\_\_\_ p.m., which is one hour before Christian Photo closes for such date.

5. The RENTAL FEE:

The Equipment and applicable Rental Fee due under this Agreement, shall be payable upon execution of the Agreement and is as follows:

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

Items included in rental: Lens Hood Filter Case Other \_\_\_\_\_

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

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

Items included in rental: Lens Hood Filter Case Other \_\_\_\_\_

**Total Rental Fee** \$ \_\_\_\_\_

In addition to the RENTAL FEE, Renter shall provide Rentor with a photocopy of its valid driver's license/passport and a credit card, bearing the same name as Renter, acceptable to Rentor, which card Renter authorizes Rentor to charge against any damage the Equipment may incur arising out of Renter's use of the Equipment

#### 6. Rent

The RENTAL FEE and deposit must be paid in advance, in full by cash or credit card. **Cardholder** must be present at time of pick up.

#### 7. Late Returns

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

- A. In the event the Equipment and any accessories are not returned seven (7) days after the due date and Rentor has been unable to collect the applicable penalties, the equipment will be considered stolen and the Renter's form of payment and deposit will not be refunded.
- B. If Rentor is unable to collect penalties or the replacement cost of the equipment after seven (7) days, the Renter shall be considered to be in Default.
- C. Rentor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.

#### 8. Use

Renter 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. RENTER ACKNOWLEDGES IT HAS BEEN OFFERED AND/OR PROVIDED TRAINING ON THE USE AND CARE OF EQUIPMENT.

TRAINING RECEIVED: \_\_\_\_\_(initial)

TRAINING DECLINED: \_\_\_\_\_(initial)

9. Renter further acknowledges equipment operates according to manufacture's specifications and meets Renter's photographic use requirements. \_\_\_\_\_(initial)

#### 10. Cancellation by Rentor

Rentor reserves the right to cancel any Agreement, for any reason, at any time before Equipment delivery occurs.

#### 11. Cancellation by Renter

Renter may cancel an Agreement at any time, for any reason until the Rentor transfers possession of Equipment to Renter and off Rentor property.

#### 12. Ownership

The Equipment remains at all times the sole and exclusive property of Rentor. The Renter has no rights or claims to the Equipment. Rentor does not have or will make any claim to any images, video, or sound recordings made by Renter while using the Equipment.

#### 13. Damaged or Modified Equipment

Renter shall keep the Equipment in good repair and condition. Renter shall not materially modify or alter the Equipment.

- A. In the event of any material modifications, Renter will be responsible for all reasonable costs of Rentor in restoring the Equipment to its normal condition.
- B. Renter assumes and shall bear the entire risk of damage to the Equipment from any cause during the term of the Agreement.
- C. Unless pre-existing damage is reported to Rentor before Renter leaves Rentor property and Renter takes possession of the Equipment, it is assumed any damage to the equipment occurred during the Rental Term.
- D. In the event of damage, Rentor shall choose the most reasonable repair method and venue.
- E. Renter is responsible for the total cost of repair, if commercially reasonable.
- F. At Rentor's discretion, a cleaning fee between \$25-50 may be charged if any of the following must be removed from the equipment upon return:
  - Smoke
  - Mud or dirt
  - Chalk or powder
  - Sand
  - Any other matter that must be removed from Equipment

14. Loss of Equipment - Renter assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Agreement.

- A. Lost or Stolen Equipment – In the event that the Equipment is reported by Renter to be lost or stolen during the term of the Agreement, Renter is liable to Renter for the replacement cost of Equipment.
- B. Renter shall not refund Renter’s form of payment if the Equipment is lost or stolen.
- C. Unreturned Equipment – If the Equipment is not returned within seven (7) days of expiration of the term of the Agreement, Renter shall be liable for the replacement cost of the Equipment and rental deposit will not be returned.

15. Default - In the event of default, the total amount including rental fee and deposit by Renter to Renter will not be returned. Renter reserves the right to pursue all available civil and criminal remedies against Renter, including but not limited to: recovering possession of the equipment, obtaining from Renter’s form of payment any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any civil remedies available. The above remedies are not exclusive.

16. Missing Accessories

In the event of any missing accessories (caps, hoods, tripod rings, bags, etc.), Upon Equipment return to Renter, Renter is fully liable for the replacement cost of the missing items.

17. Taxes or Duties

Renter agrees to keep Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, Renter agrees to reimburse Renter in full for all charges.

18. Liability

Renter does not assume, and the Renter indemnifies and holds Renter harmless against any liability or claims resulting from use or malfunction of the equipment. Renter assumes all liability that may arise from use or failure of the Equipment.

19. Severability and Governing Laws

This represents the entire Agreement between Renter and Renter. 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 construed and enforced in accordance with the laws of the State of Iowa.

Renter Signature: \_\_\_\_\_

Renter Signature: \_\_\_\_\_

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

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

Christian Photo, Inc.

Printed Name

Printed Name

\_\_\_\_\_ Rental Deposit \$ \_\_\_\_\_

Rental item description

\_\_\_\_\_ Rental Deposit \$ \_\_\_\_\_

\_\_\_\_\_ Rental item description

\_\_\_\_\_ Rental Deposit \$ \_\_\_\_\_

\_\_\_\_\_ Rental item description

**TOTAL RENTAL DEPOSIT \$ \_\_\_\_\_**

The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL RENTAL DEPOSIT upon proper presentation. I understand that if items are not returned in full working order or have been damaged or rental item(s) are not returned, the cost of repair or replacement will be charged on the above credit card. I promise to pay such TOTAL (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card.

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\_\_\_\_\_ / \_\_\_\_\_  
Print Name on Credit Card  
(must be the same as rental agreement and ID)

\_\_\_\_\_ / \_\_\_\_\_  
Credit Card Number

\_\_\_\_\_/\_\_\_\_\_  
Credit Card Expiration

X \_\_\_\_\_  
Sign Here