



# B&C Camera

## DEPOSITS:

Any individual or company wishing to rent equipment from B&C Camera must have a valid driver's license and a major credit card. Cash deposit customers must pay in advance for the rental equipment. **NO CHECKS ARE ACCEPTED FOR DEPOSIT. NO EXCEPTIONS!** Deposits for the full replacement value of equipment will be required for all rental customers. For credit card customers, a hold equal to the value of the equipment will be placed on the credit card while the equipment is being rented, and the hold will be released upon return of the equipment. If customer fails to return the equipment, customer consents to B&C Camera charging customer's credit card for the full amount of the deposit.

## EQUIPMENT CHARGES & RENTAL PERIOD:

The equipment rented and corresponding rental fees and the rental period are computed on a daily basis only and set forth in the attached invoice. There are no half day or hourly rates. The weekly rate is three times the daily rate. The weekly rate is for a seven day period. Monthly rates are three times the weekly rate. The rental period begins at the pick-up time and all rentals are due no later than 7:00 pm if the return day is Monday through Saturday and no later than 5:30 pm if the return day is Sunday. Rentals returned after the return day will be subject to rental fees for each day late. Weekend Rentals- One day's rental rate for Saturday pickup and return Monday before 7:00 pm.

## RESERVATIONS AND PICKUP

Reserved equipment may be picked up on the reservation date during the regular business hours of B&C Camera. Weekend Rental at one day's rate is from Saturday 9:00 am till Monday before 7:00pm.

## LOSS, THEFT, OR DAMAGE AND INSURANCE:

The customer is liable for any loss, theft, or damage to the rental equipment and the customer shall at all times be liable to B&C Camera for replacement or repair costs, in addition to accrued rental charges until B&C Camera is reimbursed for the full replacement value of any equipment lost, stolen, or damaged. When the customer has failed to return said equipment in the same condition that it left B&C Camera, the replacement value of the rented equipment is the full list price at the time of replacement. In conjunction herewith, customer will notify B&C Camera at the time of rental of any defects or damage to the equipment to be rented. If customer fails to notify B&C Camera of any damage to the equipment, customer accepts responsibility for repair of said damage not identified by the customer and any associated costs.

Additionally, in the event that the customer is in any way damaged or injured by customer's operation of the equipment, including any equipment malfunction, customer waives any and all rights to seeking recovery of those damages from B&C Camera.

## RENTAL DISCLAIMER

B&C Camera NEITHER MAKES NOR SHALL BE DEEMED TO HAVE MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT, AS TO THE MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE AND AS TO ANY OTHER MATTER RELATING TO THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT ON THE BASIS OF ITS OWN JUDGMENT AND DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES BY B&C Camera.

## INDEMNITY AND DEFENSE

The customer agrees to defend, indemnify and hold B&C Camera harmless from any claims made against B&C Camera or the customer, their agents, family members, contractors, subsidiaries or related persons or entities in any way arising out of customer's operation of the rented equipment regardless of who is ultimately found to be at fault.

Further, customer agrees that in the event of litigation arising out of this contract or the circumstances surrounding this contract, that the prevailing party shall be entitled to recover reasonable attorney fees and costs.

## BATTERY POLICY

B&C Camera is not responsible for battery failure. If equipment battery(s) fail, there will be no discount on the rental. The customer is responsible for their own back-up battery(s) which are available for purchase at B&C Camera.

## CANCELLATIONS AND RENTAL PERFORMANCE:

B&C Camera reserves the right to charge a setup fee for orders that are cancelled within 24 hours of the time the equipment is to be picked up. The customer is responsible for carefully inspecting and testing all of the equipment prior to accepting it for rent. In the event of equipment malfunction, the customer is still responsible for all rental charges and repair/replacement costs. B&C Camera is not liable for loss, damage, or injury due to defective equipment. The customer has the sole responsibility for checking to make sure they have all the necessary equipment to do the job before they leave the store. B&C Camera is not responsible for the lack of knowledge you thought you possessed in the operation of the rented equipment. No refunds on rentals once they have been taken, no exceptions!!!

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

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

Initials: \_\_\_\_\_

SEVERABILITY

In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.

I, \_\_\_\_\_ authorize B&C Camera to: prepare and submit credit card charge slips using and of the charge cards on file to recover all charges and other unpaid amounts due to (A) failure of renter to return the rented equipment; (B) damages to returned rented equipment; and (C) other unpaid charges such as: cost of extended rental fees; cost of returned checks and maximum lawful charge of reasonable legal fees.

PRICES, AVAILABILITY, AND RENTAL AGREEMENT LISTED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Signature:

Date:

Initials:

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