



Photomart Cine-Video, LLC  
5790 Hoffner Avenue  
Suite 507  
Orlando, FL 32822  
Phone: 407-381-5606  
Fax: 407-381-5610

## Rental Terms and Conditions

1. The RENTER shall, at his own cost and expense, during the term of rental, keep and maintain, in his own custody, at the aforesaid address, the said equipment in good state of condition and repair, reasonable wear and tear excepted, and shall at the termination of the rental replace such of the said equipment as may be lost, stolen, or missing or damaged, otherwise than by reasonable wear and tear, by others of a similar nature and of equal value or shall pay to the owner compensation on account of any of the said articles which may be lost, stolen, or missing or broken or damaged.
2. The RENTER further agrees to be an insurer of the equipment for the period that the equipment is away from the premises of Photomart Cine-Video, LLC against any loss whatsoever and to assume full responsibility for the equipment rented, and also agrees to compensate Photomart Cine-Video, LLC for the full value should said equipment be lost, stolen, or missing or broken or damaged by any cause whatsoever, whether due to RENTER'S fault or not. The RENTER further agrees to compensate the owner in rent for any time lost as a result of replacement or the necessity for making repairs on said equipment lost, stolen or missing or broken or damaged otherwise than as a result of the reasonable wear and tear.
3. If the RENTER requests rental items to be shipped to/from Photomart Cine-Video, LLC, The RENTER acknowledges that he/she is fully responsible for any damage equipment incurred in SHIPPING TO or FROM Photomart Cine-Video, LLC. Equipment must be returned to inventory in PreRental condition. Rental equipment returned damaged will continue to be charged to the RENTER at the daily rate for every day it remains out of active inventory, until repairs are completed and full restitution is made to Photomart Cine-Video, LLC. The RENTER must furnish any deductible from their insurance company immediately.
4. The equipment herein shall be delivered and returned by the RENTER at his own risk, cost, and expense. Rental of all equipment must be paid for the period of time until it is returned to Photomart Cine-Video, LLC. No allowance will be made for any part that was not used.
5. The RENTER shall, at his own cost and expense, but for the benefit of Photomart Cine-Video, LLC immediately insure the said equipment for the full value against loss or damage by fire, theft, water, or act of God, in a qualified, reputable insurance company, and shall deliver the said insurance policy to Photomart Cine-Video, LLC together with the receipt for the premiums there under. If Photomart Cine-Video, LLC by reason of such insurance against loss by fire, theft, water, or act of God, shall receive any sum or sums of money, such amount may be retained by it towards the repair or replacement of the said camera equipment, or it may remove the damaged equipment and, in lieu thereof, substitute new equipment of like kind and quality and any such equipment, whether repaired or substituted shall be subjected to all terms, provisions and conditions herein. All equipment leaving our premises must be properly insured.

6. If the RENTER shall default on any of the terms, covenants, and conditions herein, or in punctually making any payment aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the RENTER, then and in such event, Photomart Cine-Video, LLC shall have the option to retake immediate possession of said equipment for such purpose. Photomart Cine-Video, LLC, its agents or employees may enter upon any premises where said equipment may be, and remove the same there from, with or without force, and with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by the RENTER.
7. The RENTER shall not under lease or sublet the said equipment, or permit the same to be utilized by any other person, firm or corporation, and said equipment shall at all times remain under the immediate control, supervision, and direction of the RENTER personally.
8. The RENTER agrees to pay all reasonable attorney's fees and costs incurred by Photomart Cine-Video, LLC in protecting its rights or property under this agreement or in suing the RENTER for a breach of this agreement.
9. The acceptance of the return of the rented equipment is not a waiver by Photomart Cine-Video, LLC of any claims that it may have against the RENTER, nor a waiver of claims for latent or patent damage.
10. This agreement contains the entire understanding between the parties, including representations, any may not be modified, except by another agreement in writing, signed by both parties.
11. RENTER acknowledges acceptance of the entire agreement by his signature on this contract.
12. Equipment not returned by date due on rental contract will revert to straight daily rate with no allowance for week or month.
13. The RENTER agrees not to remove or cover the tag or nameplate on the equipment showing ownership by Photomart Cine-Video, LLC.
14. It shall be lawful for the owner or its agents at all times to enter premises upon which equipment is kept for the purpose of viewing the state and condition of said equipment.
15. RENTER agrees to pay a service charge of 1.5% on all unpaid balances that are past 30 days from date of billing.

RENTER SIGNATURE

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PHOTOMART SIGNATURE

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RENTER PRINT NAME

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RENTER PRINT NAME

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