

# LIPPSPHOTO

2119 VIOLETA CIRCLE SE RIO RANCHO NM 87124

BRIAN@LIPPSPHOTO.COM 513.543.0941

Rental Agreement

## RENTAL AGREEMENT PAGE 1 OF 2

**CLIENT NAME** \_\_\_\_\_

**SHOOT/ JOB** \_\_\_\_\_

The client renting the equipment, "Client", hereby assumes full responsibility for the equipment rented and agrees to compensate LIPPSPHOTO LLC, "LIPPSPHOTO", to the extent of the full replacement value, without allowance for depreciation, should any item of said equipment not be returned or be returned in a damaged or broken condition, due to any cause whatsoever. Client further agrees to compensate LIPPSPHOTO for rental costs due to any time lost as a result of replacement or repairs to damaged or broken equipment. Client agrees that LIPPSPHOTO shall not be liable for any personal injuries or other damage sustained while using the rental equipment. Client further agrees to keep LIPPSPHOTO and their respective officers, employees, and agents free and harmless from any loss, damage, responsibility, or obligation sustained by Client or any other person, arising out of the use or possession of the rental equipment. Client shall notify LIPPSPHOTO promptly of any accident involving the equipment herein rented. Client acknowledges that it assumes all risk in the use and operation of said equipment and shall be responsible for providing proper safety devices and equipment, in order to comply with all Federal, State, and Local laws or regulations, and all industry standards. Rental of all equipment must be paid for the period of time it is in Client's custody and until its return to LIPPSPHOTO. No allowance will be made for unused equipment. Client shall not sublease, loan, or otherwise permit the equipment to be used by another person, firm, or corporation, and said equipment shall at all times remain under the immediate control, supervision and direction of Client personally and/or his assigned agents. The acceptance of the return of the rented equipment is not a waiver by LIPPSPHOTO of any claims that it may have against Client, nor a waiver of claims for latent or patent damages to the equipment.

**DEPOSIT** Client must provide a credit card or cash deposit for full replacement value of equipment. To cover the cost of repair or replacement if necessary. Certificate of insurance also required.

**INSURANCE REQUIREMENTS** Proof of insurance required on all orders. LIPPSPHOTO must be named "Certificate Holder" and/or "Additionally Insured". Coverage must include explicitly miscellaneous equipment and/or rented equipment. Insurance shall be sufficient to cover the cost of repair and/or replace any rented item. Insurance certificate is subject to approval by management before release of equipment. Unless house account is opened, a credit card is required to cover any insurance deductible as well as to guarantee rental payment. Submit attached request form to agent.

**RESERVATIONS/CANCELLATIONS** Availability not guaranteed without advance notice. Full day rental charge will be applied if reservation is not cancelled 96 hours prior for subrented items 48 hours prior for digital and 24 hours for grip.

**RENTAL PERIOD** Rentals are charged per day. Weekend charge is counted as one day if picked up after 3:00pm on Friday. A week is charged as 3 to 4 days depending on equipment. Digital equipment rentals are 4-day weeks. Oneday rentals are due the following day before 10:00am if picked up before 3:00pm. If equipment is picked up after 3:00pm then the rental starts the following day and must be returned before 10:00am the next day after the rental. Client agrees to pay for an additional day if any item is returned after 10:00am on the due date for



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**RENTAL AGREEMENT PAGE 2 OF 2**

**CLIENT'S RESPONSIBILITY** Client agrees to examine all items before rental and confirm that items are in good working condition. Client must operate all equipment according to manufacturer's instructions. LIPPSPHOTO assumes no liability resulting from the use, misuse, or failure of any item rented. Client agrees that if item is defective or unsuitable for their needs, Client will have no claim against LIPPSPHOTO. Upon any damage of equipment, Client agrees to repair items and/or reimburse LIPPSPHOTO for the value of repair, in addition to a charge for the daily rental rate until item is returned. Upon loss or theft, Client will be charged at the day rate on the equipment that is lost or stolen until LIPPSPHOTO is reimbursed for the replacement cost. Client agrees to return all items in the same condition as delivered on or before 10:00am on the due date for return listed on rental form.

It is understood and agreed that the original price quote may not include equipment, expendables, other services, or applicable sales tax, which will be added to invoices as they become due.

Client assumes responsibility for payment of any equipment added to the order by Client's associates and or employees.

**TERMS** Payment is due within 10 days of invoice date for account holders. All rental fees and any other charges due to LIPPSPHOTO are subject to 10% per month finance charge on all overdue accounts. LIPPSPHOTO may also charge any outstanding amounts due to the Client's credit card on file. Client agrees to pay for any and all charges incurred in recovering items not returned and recovering rents not paid (including all collection fees, court fees and reasonable attorney's fees and all other costs of collections should such proceedings become necessary). Client agrees that LIPPSPHOTO may enter any premises for the purpose of obtaining unreturned equipment within peaceful reason.

ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE.

This agreement contains the entire understanding between the parties and may not be modified except by another agreement in writing, signed by both parties. Client agrees to pay all attorney's fees and costs incurred by LIPPSPHOTO in any action or proceeding against Client for a breach of this agreement. The person signing on behalf of Client agrees to personally guarantee all obligations to LIPPSPHOTO.

**ALL ITEMS RENTED ARE NOT INSURED BY LIPPSPHOTO LLC. ALL LIABILITY, REPAIR AND REPLACEMENT COSTS ARE THE RESPONSIBILITY OF THE CLIENT.**

**THIS DOCUMENT SETS FORTH THE AGREEMENT IN FULL BETWEEN LIPPSPHOTO LLC AND CLIENT. THIS IS ONLY MODIFIABLE IN WRITING, SIGNED BY BOTH PARTIES.**

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_