



RENTAL DEPARTMENT

SUMMIT COLLECTIVE MEDIA, LLC
919.295.2343 | RENTALS@SUMMITCAMERA.COM

Equipment Rental Agreement

The LESSEE whose name and authorized signature signed on this agreement, hereby rents from SUMMIT CAMERA the equipment and services described, and acknowledges receipt of said equipment in working order.

Rental Period

Minimum rental period is one day. Special rates are available on one week or longer rentals.

Cancellations

SUMMIT CAMERA requires a 24-hour notice on all cancellations. A charge of one-day rental shall be charged for lack of advanced notice. In the event of a cancellation in accordance with this section, SUMMIT CAMERA shall promptly refund any payments made by LESSEE.

Payment Terms

Payment in full is expected before pickup, unless previously arranged. Payments arranged on NET 30 day terms will incur a charge of 1.5% per month applied after 30 days. All accounts over 60 days are C.O.D. A fee of 3% will be added to all credit card payments to cover fees.

Vehicles

Vehicle rentals include 100 miles free for the specified rental period. Lessee will be charged \$0.56 USD for each additional mile. Additional surcharges and taxes may apply. Mileage is noted upon pickup and calculated upon return. Upon vehicle return, the fuel level should match the same level as pickup. If fuel level does not match, a \$6.00 per gallon fee to the Lessee is to be charged for every gallon missing.

Liability

Lessee hereby agrees to indemnify and hold harmless SUMMIT CAMERA, its officers and employees for any and all claims, suits, damages, losses, liabilities, (including Workman's compensation for lessee's employees and agents either full time or day-hired), including attorney fees for: loss of life or injury to any person, damage to property or other damages or losses whatsoever, resulting directly or indirectly from a cause or occurrence in, upon, at or from the use of rented equipment or facilities, including, but not limited to such damage or injury which may be caused by the negligence of SUMMIT CAMERA.

Qualified Personnel

All equipment is rented in good condition and is to be returned in good condition, with ordinary and reasonable wear and tear allowed. SUMMIT CAMERA assumes in good faith that operators of rented equipment are knowledgeable and experienced in its Use.

Damaged Equipment

The lessee will be given the opportunity, and is encouraged, to inspect and test the equipment prior to its rental. Thereafter, the lessee assumes full responsibility for all items until returned. Returning the equipment does not waive the possible charges for abnormal maintenance and/or repair. At no time will rental prices accrue towards the purchase of any rental equipment.

Warranty

1. No warranty of performance is made for equipment beyond it being in working order when it leaves SUMMIT CAMERA. The equipment is offered for inspection and test at the time of rental. SUMMIT CAMERA is not responsible for any loss resulting from the use of its equipment.
2. Equipment is used at the customer's sole risk and customer will indemnify and hold harmless SUMMIT CAMERA from and all liability, claims, costs and expenses arising out of customer's use or possession of the equipment.

Certificate of Insurance

Insurance must be verified by providing SUMMIT CAMERA, a Certificate of Insurance containing the following:

1. List SUMMIT CAMERA as Certificate Holder
2. List SUMMIT CAMERA as Loss Payee as respects to misc. equipment, physical damage to autos, and comprehensive and collision.
3. List SUMMIT CAMERA as Additionally Insured as respects to: third party property damage, comprehensive general, & auto liability.
4. Provide for a 10-day written notice of cancellation or reduction in coverage.
5. Contain in a statement that the insurance is primary with SUMMIT CAMERA over all other insurance.
6. Certificates shall be addressed to: SUMMIT CAMERA, 5713 Rail Fence Rd. Raleigh, NC 27606.

Insurance

Renters shall provide their own insurance to cover the retail value of equipment rented for all loss and damage. Rental cost will not be deducted from replacement cost. Certificate of insurance, or verification from the insurance company that they are forthcoming, must be made available to SUMMIT CAMERA prior to release of equipment.

Terms and Conditions

Prior shipment or delivery of equipment, LESSEE acknowledges agreement to Terms and Conditions of the LESSOR:

1. (a) The LESSEE shall at his own cost and expense, protect, keep and maintain, in his custody, the equipment herein rented, in a good state of condition and repair, and agrees to return the same to LESSOR'S premises upon the termination of the rental period in the same condition and good order as when received (ordinary wear and tear allowed).
(b) In the event the equipment is destroyed or damaged by any casualty, or is lost, stolen, or missing, the LESSEE shall be liable to the LESSOR for the replacement value or cost thereof as determined by the actual cost to the LESSOR to replace or repair the same, and no allowance will be made for the reason that any part of it was not used by the LESSEE.
2. (a) The LESSEE agrees to assume full responsibility and liability for the safekeeping and return of the equipment herein rented to LESSOR'S premises. Said equipment is used at LESSEE'S sole risk and LESSEE will indemnify and hold LESSOR harmless from any and all liability, claims costs and expenses out of LESSEE'S use or possession of the equipment.
(b) LESSEE shall, at his option and in a manner acceptable to LESSOR, show proof of adequate insurance to cover his rental, including in-transit coverage equal to the replacement value of the equipment, or shall post a bond equal to the value of the rented equipment.
3. (a) It shall be lawful for the LESSOR or his agents at a reasonable time to enter the premises upon which said equipment is kept for the purpose of viewing the state and condition of said equipment.
(b) The LESSEE shall not remove the equipment for the UNITED STATES to any foreign country without first having notified LESSOR and obtaining from LESSOR consent in writing for such removal.
4. If the LESSEE shall default on any of these terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or in any execution or other writ or process shall be issued in any action or proceeding against the LESSEE whereby the said equipment may be ceased or taken, or distrained or if processing in bankruptcy, receivership or insolvency shall be instituted by or against the LESSEE, or if at any time the LESSOR reasonably believes that the prospect of the performance of this agreement is any way impaired, then in such event the LESSOR shall have the option of declaring this agreement terminated, and the LESSOR may, without notice of demand, by process of law or otherwise, retake possession of said equipment and, for such purpose, LESSOR its agents or employees, may enter upon and premises where said equipment may be, and may remove the same therefrom, with or without force notice of intention be, and may remove the same, without being liable to any suit of action or other proceedings by the LESSEE.
5. The LESSEE specifically agrees that the value of the leased equipment in the event of any loss or damage during the rental period is the value listed in the Manufacturer's current user net price list, showing values at the time of loss, injury, or damage.
6. The LESSEE shall not sublease the said equipment or assign this rental agreement to any other person, firm or corporation, without prior written consent of the LESSOR, and said equipment shall at all times remain under the immediate exclusive control, supervision and direction of the LESSEE.
7. The LESSEE agrees not to deface, obliterate, remove, or cover the tag of nameplate on the equipment showing ownership of the LESSOR. The title and ownership shall at all times remain in the LESSOR.
8. The LESSEE does hereby grant the LESSOR an option to terminate this agreement on a 24-hour written notice by email, certified mail or personal service. On the occurrences of said event, SUMMIT CAMERA shall promptly refund any payments made by LESSEE.
9. To secure the payment of all monies due to the LESSOR for the rental or damages due hereunder, the LESSEE hereby authorizes irrevocably, any attorney of any court or record to appear for the LESSEE in such court, in term time or vacation, at

any time after default, any confess a judgment without process in favor of the LESSOR or its order for such amount as any appear to be unpaid and due hereon, together with all cost and reasonable attorney's fees, and to waive and release all error and waiving the right of appeal.

10. LESSEE is responsible and agrees to reimburse SUMMIT CAMERA for any state and local taxes, which may be levied upon equipment or use of equipment appearing in this contract.

11. The acceptance of the return of the rented equipment is not a waiver by LESSOR of any claims that he may have against the LESSEE, nor a waiver of claims for latent or patent damages to the equipment.

12. This agreement compromises and contains the entire agreement between the parties including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both parties to this agreement. Time is of the essence in this agreement.

13. This agreement and the contents hereof represent the only warranty expressed or implied, between the parties hereto, including any implied warranty of merchantability or fitness for a particular purpose and for any obligation liability on the part of the LESSOR.

14. SUMMIT CAMERA neither assumes nor authorizes any other person to assume for it any other obligation or liability in connection with such equipment; nor shall it be liable in any event, for any injury, loss or damage directly or consequently arising out of use or inability to use the equipment, whether using singularly or in connection with any other equipment.

15. All equipment is offered for inspection and test at the time of rental. The LESSOR does not guarantee, assume responsibility for, or make any representations for the performance of the equipment.

The LESSEE'S financial responsibility includes obtaining protection against damage and/or loss to the LESSOR'S equipment by providing written proof of adequate all-risk insurance coverage, including in-transit coverage equal to the replacement value of the equipment, to the LESSOR prior to shipment or delivery of the rental equipment. (An example of coverage is available upon request.)

SUMMIT CAMERA must have a completed RENTAL AGREEMENT and CERTIFICATE OF INSURANCE on file prior to any rental.

No equipment can leave our facility without these documents.

ALL CANCELLATIONS MUST BE MADE PRIOR TO 24 HOURS OF RENTAL DATE TO AVOID CANCELLATION FEE.

LESSEE: Legal Name/Individual and/or Company Name

By

Signature

Title

Date