

TERMS AND CONDITIONS – RENTER AGREEMENT

Order # _____

1. This Agreement is between Adorama Rental Co. (ARC), with its principal place of business at 370 19th Street, Brooklyn, NY 11215 and the person renting equipment from ARC, whether in person or through the internet (“Renter” or “You”) and shall be effective immediately upon executing this agreement in writing, or immediately upon clicking the “submit order” or “check out” button, and shall apply as a master rental agreement (Master Agreement) on account for all future equipment rentals from ARC to Renter.
2. **GENERAL:** Renter understand that the Terms and Conditions set forth in this agreement will apply to each rental of equipment to you by ARC using the ARC Website (the “Site”) or ARC Telephone Reservations Service, as fully as if contained in a separate agreement signed by you for each rental. Renter agrees and understands that its obligations under this Agreement are personal and are not assignable or transferable by Renter. Except as may be otherwise explicitly stated in a particular provision of this Agreement, the terms of this Agreement are governed by the laws of the State of New York, without regard to its conflicts of law principles. Renter understands that each rental is solely a bailment for mutual benefit, and that Renter is not ARC’s agent for any purpose. If any term or condition is prohibited or restricted by the law of a jurisdiction in which a rental commences, for that rental such law controls.
3. **TERMS & CONDITIONS:** Renter further agrees that ARC has the right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the ARC Website. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the ARC Website. Changes to the Terms and Conditions will be posted as they occur on the ARC Website at: <http://www.adoramarentals.com> under the section labeled “Resources”, “My Account” terms & conditions.
4. **ENROLLMENT PROFILE INFORMATION:** The Enrollment Profile is part of this agreement. You agree to keep your Enrollment Form information current by notifying ARC in writing of any changes to such information including, not limited to your mailing address, driver’s license and charge card, and any Authorized Agents, or other information provided by you on your Enrollment Profile. You are encouraged to update your profile at www.adoramarentals.com. Renter further agrees to indemnify and hold ARC harmless from any loss, liability or expense arising out of Renter’s failure to so notify ARC, or which results from non-disclosure by Renter of a change in any of the information previously provided by Renter to ARC to induce ARC to enter into this Agreement.
5. **REPRESENTATION:** Renter represents that all the information on Renter’s Enrollment Profile is true, accurate, and complete. If any of such information is not true, accurate or complete in any respect, Renter will still remain liable for all amounts owed to ARC as well as any and all damages incurred to ARC resulting out of the misrepresented profile information.
6. **AUTHORIZED AGENT:** If Renter adds an Authorized Agent (“Agent”) to Renter’s Enrollment Profile, Renter agrees that Renter’s authorized Agent will be Renter’s representative to all signatory rights on Renter’s behalf. Such rights include but are not limited to: pick-up & return merchandise, the signing of Rental agreements, the signing of pick-up packing slips, and to make payments to Renter’s account. Renter understands that all rights and obligations to and between Renter and ARC outlined in the Terms and Conditions of the Master Agreement as well as in any individual Rental agreements will apply for all rental activities executed by an Authorized Agent as fully as if such Rental activity would be executed directly by Renter. Renter understands that without exception any charges, whether for rental fees, loss or damage fees, or late return fees incurred by Renter’s Agent, will be Renter’s direct responsibility as fully as if such charges were incurred by Renter directly. Notwithstanding the above, Renter’s Agent will not have access to change Renter’s Enrollment Profile.
7. **CREDIT/DEBIT CARD BILLING:** Renter agrees that all charges will be billed to the credit or debit card designated on Renter’s Enrollment Profile by Renter and that Renter’s signature on the Enrollment Profile and Master Rental Agreement will be deemed to have been made on the applicable credit or debit card voucher.
8. **LATENESS:** If the Renter is unable to return equipment on day specified, they must call ARC to advise of the change. Charges for rental fees will continue to accrue until equipment is returned and accepted by ARC.
9. **CANCELLATION:** Renter agrees that each Rental will commence on the date and time of Renter’s reservation except if such reservation has been canceled 24 hours prior to the scheduled time that physical rental was to begin. Renter hereby agrees that reservations will be accepted via the ARC website, email, or phone reservations. Cancellation of rental orders must be made by phone or by email at least 24 hours before rental period begins. Upon cancellation, ARC will email Renter a cancellation confirmation, which shall be retained by Renter. In the absence of a 24-hour cancellation notice, Renter will be billed for its 1st day rental fee covering all equipment in original order. Such 1st day rental fee will be charged in the event of a No-Show in consideration of ARC’s preparing, holding in reserve or sub-renting equipment from other agencies on Renter’s behalf, as well as to cover any losses ARC may sustain because of cancellation of all or part of an order. The only exception to such 1st day rental fee is if Renter has written confirmation such as the cancellation email from ARC that cancellation has been initiated at least 24 hours prior to the rental date or written confirmation from ARC that 1st day Rental fee will be waived in the event of a no-show. ARC reserves the right to cancel any order for any reason at any time.

10. **RENTAL FEES:** The charge for each and every item of Equipment is the amount set forth on the order form of rental Reservation and / or packing slip signed for at the rental pick up. ARC shall be entitled to immediate payment of all rental payments when the Renter picks up the equipment or when the equipment is shipped in the case of mail order rental orders. Rented equipment is due back by the Equipment Due Back date and time specified on the rental packing slip. In the case of mail order rentals, all equipment must be scanned in by UPS on the day it is due back. Equipment returned after this time will be subject to a full day's rental for any equipment not returned by the return due time and full day rental fees will be charged for each additional day the equipment is not returned. If equipment is returned in damaged or non-working condition, the rental period will be extended by the shortest reasonable time necessary to repair the damage or to replace irreparably damaged equipment. Renter will be responsible for all expenses incurred in repairing or replacing any damaged equipment.
11. **RENTER'S INSPECTION:** Upon rental, the Renter or its Agent agree that it has or will inspect the Equipment not later than its delivery of possession to Renter and that it shall be conclusively presumed that Renter has fully inspected the Equipment, is satisfied and has accepted the Equipment in good condition and has acknowledged that all digital single lens's reflex camera's, digital backs all camera sensors and all optical filter systems are free from dust, and that the IR filter and IR protection glass are free from scratches and that all lenses are clean, free of dust, fingerprints and scratches. Renter may test the equipment at the rental facility prior to taking possession of equipment. Upon Renter or its Agent signing the pickup/delivery form, Renter waives any right of missing, defective or otherwise not as described claims and Renter thereby expressly agrees it has accepted all items listed on the form and agreed to accept all items in satisfactory condition.
12. **SURRENDER:** Upon the expiration or earlier termination of the Rental period for any item of Equipment, Renter is responsible for the return of all equipment in the same condition, reasonable wear and tear excepted. Please note that a charge will be assessed to replace scratched IR filters or IR protection glass. Upon return of rented Equipment, the equipment will be inspected by ARC and returned into the system. In case any equipment is damaged or is missing from your order, we will notify you promptly. A final invoice will be emailed to you, which will be your confirmation of the return of your goods. In the absence of such confirmation, ARC reserves the right to report any missing or damaged equipment, and Renter hereby waives their right to claim such equipment was returned and/or returned undamaged, unless Renter has a final invoice indicating the closure of the Rental.
13. **INSURANCE:** RENTER shall obtain and maintain in full force insurance covering all equipment during the entire rental period as set forth more fully herein: (a) Property insurance on replacement cost basis without deduction for depreciation, naming Adorama Rental Company as "Loss Payee" for loss or damage. Such policy shall cover "All Risk" and provide for 30 days written notice to ARC before any policy is modified or canceled. Such policy must cover theft from unattended vehicle. Such policy must give ARC sole discretion whether to repair or replace the equipment or retain the proceeds. Policy limits should be sufficient to encompass all property at risk regardless of source; (b) General Liability insurance naming Adorama Rental Company as an "Additional Insured". Such insurance must meet the following limits: Commercial General Liability \$1,000,000 per occurrence and a \$2,000,000 aggregate; (c) Renters Property and Liability coverage, constituting the primary coverage for the equipment and issued on a non-contributory basis. Renter shall deliver to ARC evidence acceptable to ARC of all such insurance. All of Renter's policies as set forth herein will agree that the rights of ARC shall not be affected by any act, neglect or breach of condition by the Renter, other than nonpayment of premium. Renter shall remain primarily liable to ARC for full performance under the terms of this rental contract in the event of a dispute with its insurance carrier and for uninsured losses. Lapse or cancellation of Renter's insurance, as required by this rental contract, shall allow ARC to immediately and automatically terminate this rental contract, at ARC's option. If Renter fails to procure or maintain this insurance, ARC shall have the right, but not the obligation, to procure such insurance and the cost thereof shall be repayable to ARC in addition to the rental costs.
14. **SHIPPING:** ARC, in its sole discretion, may approve and agree to ship equipment to a particular location designated by Renter. Renter agrees to be responsible for all shipping costs to and from said location. Renter's responsibility will include, without limitation, shipping costs, taxes, duties, broker fees, bonds insurance and any others associated expenses. In the event of any loss or damage claim arises over a shipment, the Renter will be the party contractually considered as the shipper, and any claims shall be resolved solely between Renter and shipping carrier, with ARC having just acted as a service provider to Renter to dispatch the shipment to the Renter.
15. **RETURN:** It is the obligation of Renter to arrange for the return of all Equipment, and all such transportation is at the sole risk and expense of RENTER. In the case of mail order rentals, the Renter will be provided with a return label and all shipping costs calculated into the rental fees (paid when the equipment is shipped).
16. **FOREIGN USE:** Renter shall not remove the equipment to any foreign country without ARC's prior written consent. If such consent is given, Renter must obtain at its own expense all proper and necessary worldwide insurance coverage in addition to the insurance retirements specified above.
17. **RISK OF LOSS:** Renter assumes all risk of loss whether or not covered by renters' insurance. Once renter has taken actual or constructive possession of the equipment (i.e., it has picked up the equipment or the equipment is in transit to it) its responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on premises, while in transit and while in storage on the rental facility's premises. In the case of mail order rentals, a Renter's responsibility begins when they receive/sign for the equipment.
18. **NO WARRANTIES:** ARC makes no warranties, either expressed or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose. ARC shall not be responsible for any loss of data due to equipment malfunction or otherwise, nor for the loss of any data that is stored on any rented media storage devices.

19. **ERROR IN RENTAL CHARGES:** Renter understands that all charges are not final and are subject to ARC's final review and recalculation. Renter agrees to pay any undercharges and will receive a refund of any overcharges that ARC discovers upon review. Renter authorizes any such credits or additional charges to be made by the method of payment designated on your Enrollment Profile. In the event that you believe you have been over-billed or otherwise billed in error, you must notify ARC within 60 days of your rental closure. If Renter fails to notify ARC within such 60-day period, Renter hereby waives its right to any claim and Renter hereby agrees that all fees billed are hereby validated without any right to be challenged.
20. **INDEMNITY:** Renter agrees to indemnify, defend and hold harmless ARC and all its employees, owners, officers, directors, members and agents against any and all claims, actions, damages, liabilities, suits, proceeding, costs and expenses, including reasonable attorney's fees arising out of, connected with, or resulting from the use, condition or operation of the Equipment by anyone during the rental period. Each party agrees to give the other the prompt notice of any such claim or the institution of any action, suit or proceeding. This indemnification shall survive the term of this contract.
21. **ASSIGNMENT:** Renter shall not (a) assign, transfer, pledge or hypothecate this Rental Agreement, the Equipment or any part thereof or any interests therein (b) sublet or lend the Equipment or any part thereof or permit the Equipment or any part thereof to be used by anyone other than Renter or Renter's employees. Subject always to foregoing, this Rental Contract inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.
22. **TERM:** The term of this Rental Contract commences on the "Start Date" shown on the packing list which accompanies each piece of equipment provided to Renter and continues until equipment is returned in good condition to ARC. Rental charges accrue on a daily basis and Renter agrees to pay the daily rental rate for each day until all items are returned in good and satisfactory condition. Items are considered returned when they are received and accepted by ARC at ARC's premises. ("Rental Closure"). Failure to return items or reach closure with insurance company will be considered theft and fraud, which will be criminally prosecuted to the fullest extent of the law. _____ Initial
23. **SECURITY:** ARC may at any time ask for a credit card to guarantee monies owed to ARC including but not limited to rental fees, late charges and for lost or damaged equipment. Customer agrees to allow ARC to charge this credit card at any time for any monies due to ARC. _____ Initial
24. **LOSS AND DAMAGE:** RENTER hereby assumes and shall bear the entire risk of loss or damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall release any obligation under this rental agreement which shall continue in full force and effect. Except as set forth below, in the event of any loss or damage of any kind whatsoever to any item of Equipment, Renter shall restore it to good condition and/or repair or replace it with like Equipment which ARC in its sole discretion deems acceptable. If in ARC's sole, reasonable judgment, any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Renter agrees it will pay ARC the full replacement value thereof as set forth on the packing list attached hereto. _____ Initial
25. **COLLECTIONS:** All charges, fees, fines and expenses, including payment for loss or damage to the equipment, are due at ARC's demand. If you do not pay all charges when due, you agree to pay a late charge of the highest interest rate permitted by law. Renter agrees to pay any collection costs, including ARC's (or its agents) reasonable attorney's fees, as well as a service charge for any check that is not honored by a financial institution. If Renter does not pay any amount when due, if the law permits, Renter authorizes ARC to contact Renter or Renter's employer at your place of business about payment. If Renter fails to pay any indebtedness to ARC in full, Renter agrees and understands that we may report such deficiency to an appropriate credit reporting agency. Collections efforts refer only to unpaid late fees and other charges upon the return of all items. Items that are not returned or closure not satisfied via insurance claims will be subject to criminal prosecution to the maximum extent of the law. _____ Initial
26. **OWNERSHIP:** The Equipment is and shall always be and remain the sole and exclusive property of ARC, and Renter shall have no rights therein except as expressly set forth herein. As the items rented remain the property of Adorama Rental Company, failure to return said items may result in criminal and civil penalties to the maximum extent allowed by law.
27. **NON-WAIVER:** No covenant, term or condition of this Rental Contract can be waived except by the written consent of ARC. Forbearance, indulgence or the failure to insist on the terms hereof by ARC in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by Renter to which the same apply and until complete performance by Renter of said covenant, term or condition, ARC shall be entitled to invoke any remedy available to ARC under this Rental Contract or by law or in equity despite said forbearance, indulgence or the failure to insist on strict compliance with the terms hereof.
28. **DATA:** Renter must clear all images, content or data from the equipment prior to returning it. If Renter fails to do so, ARC is authorized to do so, without prior notice to Renter. Renter is solely responsible for storing and safeguarding its images, content, and data prior to returning the equipment.
29. **ENTIRE AGREEMENT:** This agreement, together with the attached packing list, constitutes the entire agreement between ARC and Renter, and it shall not be amended, altered or changed except by a written agreement signed by both parties hereto. If any dispute arises with respect to this agreement, the parties agree that this agreement will be construed under the Laws of the State of New York and that the proper forum shall be a Court of a appropriate jurisdiction within the County, City and State of New York.

30. **CONFIDENTIALITY:** You are responsible for maintaining the confidentiality of your account information on the website, including your password, and for all activity that occurs under your account. You agree to notify ARC immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Adorama Rental Co. or any other user of the site due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the Site.
31. **LEGAL FEES & EXPENSES:** Renter shall reimburse ARC for all expenses, including reasonable attorney fees incurred by ARC in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this agreement.
32. **MISCELLANEOUS:** This signed contract, including the terms and conditions, constituted the entire agreement between ARC and Renter. Any changes must be made in writing and signed by both parties. The person signing on behalf of the Renter represents and warrants that he or she is authorized to do so.

I have read the above contract, and I accept terms and conditions set therein.

Signature _____ Full Name _____ Date _____