## **RENTAL AGREEMENT**

The undersigned Renter hereby rents from Bear Images Photographic, Inc., Digital Imaging and Photographic equipment and accessories under the terms and conditions herein provided.

Title to equipment shall remain with Bear Images Photographic, Inc. Renter has examined equipment prior to signing rental delivery receipt and agrees that the same is correct equipment ordered by Renter and is in good order, condition, and repair. He/she agrees to return said equipment to Bear Images Photographic, Inc. on or before the time and date shown for equipment due in same good order, condition, and repair and to pay Bear Images Photographic, Inc. at the rate herein provided. As used herein, the rental day shall commence on the day the equipment is delivered to Renter and shall continue until said equipment is returned. Renter agrees to pay 1 additional day's rental for each 24-hour period if said equipment is not returned when scheduled.

Renter agrees that if any equipment rented hereunder is not suitable for Renter's use, or is defective, or is in need of repairs, that he/she shall have no claim against Bear Images Photographic, Inc. for damages and Renter hereby waives such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.

Renter agrees that the equipment described herein is the correct equipment ordered by Renter, that if any of said equipment is lost or damaged, Renter agrees to repair the same at his/her sole cost and expense or to pay Bear Images Photographic, Inc. the stated value of the same. Until said equipment is repaired and returned, rental for such equipment shall continue to accrue.

Renter agrees that he/she will indemnify and save Bear Images Photographic, Inc. harmless from claims of all persons that said rented equipment is not suitable for Renter's use or is defective.

Renter agrees to operate each piece of equipment rented hereunder in accordance with manufacturer's operating procedures.

Renter agrees not to assign or transfer this agreement or the property subject to this agreement.

Time is of the essence of this agreement. If Renter fails to return said equipment when due or fails to pay the rental, Bear Images Photographic, Inc. may declare Renter in default and shall have the right to repossess said equipment from Renter and to recover all damages, accrued rental, costs, and reasonable attorney fees. Renter hereby waives any claims for loss or damage resulting from said repossession.

If within 72 hours after the return of said equipment rental, Bear Images Photographic, Inc. shall discover that the same has been damaged while rented under this agreement, Bear Images Photographic, Inc. shall attempt to notify Renter of the description of such damage and the amount required to repair the same and Renter agrees to pay the same on demand.

In the event that the Renter is in default under this rental agreement and an action is commenced to enforce any right there under, the prevailing party in such action may recover from the other, in addition to all other relief, reasonable attorney fees in said action proceedings.

In the event that said Renter from time to time rents other equipment from Bear Images Photographic, Inc., the terms and conditions of this rental agreement shall apply to such other rentals.

RENTER:	 PHONE #:
ADDRESS:	 DRIVER'S LICENCE #:
SIGNATURE:	 DATE:
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