

**This rental agreement is made between WIL THE PHOTOGRAPHER, LLC and the RENTAL CUSTOMER "RENTER" and is effective as of the order confirmation date described below. This agreement covers Rental Equipment "Equipment" and Service Labor "Labor" for the Job Order "Job" described with a Job Order Number, Start Date, and End Date. This agreement shall be binding under the laws of the State of Florida.**

**AGENT:** Renter may assign an Agent over the age of 18 to act for the Renter to pickup, receive, drop off, setup or operate Equipment. Renter agrees to notify WIL THE PHOTOGRAPHER, LLC in writing/email when assigning an Agent to pickup or receive Equipment. Renter agrees to inform Agent of their responsibilities under this agreement including but not limited to their time availability, receiving instruction, proper Equipment operation and Equipment pickup and/or return time. Use of an Agent does not limit Renter responsibilities under this Agreement in any way.

**ORDER CONFIRMATION DATE:** The date that WIL THE PHOTOGRAPHER, LLC confirms Job pricing and availability in writing to Renter with a Job status as "CONFIRMED", generally via a confirmation email with Job attachment.

**INSURANCE:** Except where WIL THE PHOTOGRAPHER, LLC is providing set up & equipment operation for the Job, the RENTER shall keep the EQUIPMENT insured against all risks of loss or damage by fire and such other risks commonly insured against for not less than the full replacement value of the EQUIPMENT naming our parent company, WIL THE PHOTOGRAPHER, LLC, as an additional insured. All insurance shall name both WIL THE PHOTOGRAPHER, LLC and RENTER as the insured and waive the right of subrogation against WIL THE PHOTOGRAPHER, LLC. Insurance certificates confirming this coverage shall be delivered to WIL THE PHOTOGRAPHER, LLC prior to the commencement of the rental term. RENTER may affect such coverage under its blanket policies. If RENTER fails to procure or maintain this insurance WIL THE PHOTOGRAPHER, LLC shall have the right, but not the obligation, to procure such insurance and the cost thereof shall be repayable to WIL THE PHOTOGRAPHER, LLC together with the rental costs.

**SECURITY:** Unless other arraignments have been made, to insure the complete return of the EQUIPMENT to WIL THE PHOTOGRAPHER, LLC in good condition, at the request of WIL THE PHOTOGRAPHER, LLC, RENTER shall deposit with WIL THE PHOTOGRAPHER, LLC as security an amount equal to the full replacement cost of the EQUIPMENT which will be fully refunded upon the return of the EQUIPMENT, the deposit or the balance thereof after payment for any repair, replacement, costs to WIL THE PHOTOGRAPHER, LLC.

**PAYMENT:** WIL THE PHOTOGRAPHER, LLC standard policy is to reserve Equipment for Renter by charging 100% of the Job total to Renter credit card. Other payment methods and terms are subject to WIL THE PHOTOGRAPHER, LLC approval. Renter agrees to a \$25 service charge for a returned check. Outstanding balances at Job End Date will be charged to Renter credit card on file. Outstanding balances may arise from these or other events: extended rental time, damaged Equipment, missing items, Labor overtime or additional Equipment added to Job after Start Date. Renter agrees to pay any and all court costs, attorney fees, and any other collection costs related to returned checks or unpaid balances.

**CANCELLATIONS:** Orders cancelled before 12pm one business day prior to Job Start Date may be subject to a cancellation charge up to 50%. Cancellation after 12pm the day prior to Job Start Date, is subject up to 100% charge of the first day rental. Cancellations due to acts of God (illness, death, weather, etc) will be charged only actual costs incurred by WIL THE PHOTOGRAPHER, LLC if the Job is rescheduled within 3 months (aka Rain Date). If Job is not rescheduled, a service charge of 25% of the Job total or the actual costs incurred by WIL THE PHOTOGRAPHER, LLC plus 25% of the Job total will be incurred.

**REFUNDS:** Refunds are limited to the value of the rented items herein. Renter discharges WIL THE PHOTOGRAPHER, LLC from liability or damages in excess of the rental amount in the event of Equipment failure or unavailability. Renter is responsible for immediately notifying WIL THE PHOTOGRAPHER, LLC Technical Support at 407-569-7788 of any Equipment malfunction or related operational problems in order for any price adjustment to be considered. WIL THE PHOTOGRAPHER, LLC provides free 24/7 telephone tech support and will make every effort to immediately replace Equipment that is malfunctioning. If a technician cannot be reached, Renter will leave a voice message detailing the situation, at which this message will serve as record of incident (all calls and voice messages are logged, dated, and time stamped).

\_\_\_\_\_ Initials

**EQUIPMENT OPERATION BY RENTER:** Renter agrees to be available to receive operational instructions from WIL THE PHOTOGRAPHER, LLC at time of pickup or delivery and to take possession of Equipment only upon full understanding of Equipment operation. Renter agrees to inform WIL THE PHOTOGRAPHER, LLC when using Equipment outdoors and follow any specific instructions regarding outdoor use. Renter agrees to notify WIL THE PHOTOGRAPHER, LLC when taking Equipment outside of FLORIDA areas. Renter agrees not to expose equipment to harsh conditions including but not limited to: water, dust, sand, moisture, extended direct sunlight or heat sources. Renter agrees to use care in handling Equipment including placing Equipment on secure, level surfaces; properly securing cables to prevent tripping and accidental power down; and securing Equipment for safe and secure transportation and storage. Labor fees for dispatching a technical support rep may apply if Equipment is found to be reconfigured after it left WIL THE PHOTOGRAPHER, LLC's possession or Renter did not make best efforts to follow steps outlined on provided documentation and/or instructions provided during the technical support telephone call. Cleaning fees and or damage charge may be incurred if evidence of exposure to harsh conditions exists upon Equipment return. Cable wrap fees may also be incurred if the cables returned are not properly wrapped per WIL THE PHOTOGRAPHER, LLC instructions.

**EQUIPMENT RETURN:** The equipment herein shall be delivered and returned by RENTER at his or her own risk and expense. Failure to return rental equipment or property as per contract will result in criminal prosecution in accordance with state law. RENTER agrees to pay an additional day's rental for each day for equipment returned after the specified return date on this contract. Rental of all equipment taken out must be paid for the period of time until returned to WIL THE PHOTOGRAPHER, LLC. No allowance will be made because any part was not used by RENTER. If RENTER shall default in any of the conditions herein or in punctually making any of the required payments or if any execution or other writ or her property or if RENTER shall enter into any arrangement with his or her creditors or if any judgment is obtained against RENTER by anyone, then in such event WIL THE PHOTOGRAPHER, LLC shall at its option retake immediate possession of such equipment without notice or express permission, free from liability to RENTER who herewith consents in advance to such acts.

**RIGHT OF REFUSAL:** WIL THE PHOTOGRAPHER, LLC reserves the right to refuse delivery or to provide possession of equipment to Renter, if the WIL THE PHOTOGRAPHER, LLC representative feels the client poses a risk to our equipment, property, and/or life. Client will be charge for the FULL DAY RATE of Rental regardless of circumstance.

**LABOR CHARGES:** Labor charges on the Job, if applicable, are estimates based on WIL THE PHOTOGRAPHER, LLC's understanding of the event and Job requirements. Labor charges are subject to modification if the Job requirements deviate from the original agreement.

**RENTAL PERIOD:** Rental Period extends from the Renter Pickup or Delivery/Setup date and time to the Renter Return or Available Pickup date and time. Late returns are subject to additional charges at WIL THE PHOTOGRAPHER, LLC's daily Equipment rental rate.

**DAMAGED EQUIPMENT:** Renter is responsible for all damage to Equipment from any cause whatsoever incurred while in possession of Equipment. The Renter shall compensate WIL THE PHOTOGRAPHER, LLC for the full replacement value of the equipment or it's repair. If the equipment in question is no longer replaceable by the same make and model, Renter agrees to compensate WIL THE PHOTOGRAPHER, LLC for a model equal in value, features, and performance to the equipment. WIL THE PHOTOGRAPHER, LLC will inspect all Equipment returned from Renter and will notify Renter of any charges within 24 hours of Job End. If a WIL THE PHOTOGRAPHER, LLC Technician is dispatched to site during Job, this does not release Renter from damaged equipment liability. Renter is responsible for the equipment damages caused by their attendees at Job. In no event shall WIL THE PHOTOGRAPHER, LLC be held responsible for any claims by RENTER for alleged damages, expenses and loss of profits claimed to have arisen out of RENTER's use of the said equipment or for any delays or any other reasons. It shall be the RENTER's duty to notify WIL THE PHOTOGRAPHER, LLC immediately of any claimed defect in any of the equipment herein within 2 hours after incident. WIL THE PHOTOGRAPHER, LLC has a 24 hour support line for emergencies. In the event a technician cannot be reached, Renter will leave a detailed Voice Message which will serve as Proof of Issue (all calls and voice messages are logged, dated, and time stamped). **Failure to do so, will result in Renter waiving all rights to any refunds.**

**DELIVERY, SETUP, OPERATION AND PICKUP BY WIL THE PHOTOGRAPHER, LLC :** If applicable, Renter agrees to be available during the Delivery/Setup and Pickup Time window described on Job. Redelivery or repickup due to Renter not being present for delivery or pickup is subject to additional delivery charges. Renter is responsible for WIL THE PHOTOGRAPHER, LLC's safe and open access to the Job location for delivery, setup, operation and breakdown tasks.



RENTAL AGREEMENT TERMS AND CONDITIONS

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Orlando, FL 32839
T: 407.569.7788
www.wilthephotographer.com

407.569.7788

wilthephotographer.com

LOSS AND UNRETURNED EQUIPMENT: Renter is responsible for loss from any cause whatsoever incurred while in possession of Equipment, whether or not the fault of Renter, including theft. Failure to return Equipment per agreement terms with no communication from the Renter after 24 hours of Job End Date, will void this Agreement and Equipment shall be considered stolen goods, prosecutable in accordance with Florida State Law. Renter credit card on file can be charged for Equipment MSRP. Renter is responsible for all costs associated in recovering missing Equipment, or cost of Equipment, included but not limited to cost associated with: repossession, legal fees, and collections.

EQUIPMENT WARRANTY & FUNCTION: WIL THE PHOTOGRAPHER, LLC acknowledges all equipment is fully tested prior to release, and in working order as expected for equipment function. Renter agrees to maintain such equipment in the same condition it was received.

RIGHT OF POSSESSION: WIL THE PHOTOGRAPHER, LLC may at all reasonable times enter the premises where said equipment is kept, to view the state and condition thereof. RENTER shall not permit others to use or loan said equipment to any other person or firm and it shall at all times remain under the immediate control, supervision, and direction of the RENTER personally. RENTER agrees not to alter or remove the nameplate of the equipment showing ownership.

RENTER INDEMNIFICATION: Renter agrees to indemnify and hold harmless WIL THE PHOTOGRAPHER, LLC for damages and liability to rented items, persons and property resulting from the use or misuse of the rented items. Renter assumes all risk of any and all injuries or any kind including wrongful death resulting from use or misuse of rented items. Renter agrees to hold WIL THE PHOTOGRAPHER, LLC its officers and employees free and harmless from and to indemnify and defend WIL THE PHOTOGRAPHER, LLC against any and all suits, actions, proceedings, claims, judgments, demands, costs and charges for legal expenses and penalties resulting from injury or damage to any and all persons and property arising out of or in connection with the rented items herein.

COPYRIGHT INFRINGEMENT: WIL THE PHOTOGRAPHER, LLC does not support copyright infringement, including but not limited to public display and reproduction of copyrighted material. WIL THE PHOTOGRAPHER, LLC reserves the right to refuse rental of Equipment when Renter cannot provide proper documentation for use of copyright material.

TERMINATION: Renter does herewith grant WIL THE PHOTOGRAPHER, LLC an option to terminate this agreement on 24 hours written notice by registered mail or personal service, where upon Renter shall immediately return to WIL THE PHOTOGRAPHER, LLC at Renter's risk and expense the equipment in the same condition as when first rented, and WIL THE PHOTOGRAPHER, LLC shall upon receipt thereof refund the unexpired portion of any rental prepaid by Renter, less all claims of WIL THE PHOTOGRAPHER, LLC and the foregoing may be with or without cause. Renter hereby agrees to pay all reasonable attorney's fees and cost incurred by WIL THE PHOTOGRAPHER, LLC in protecting its rights under this agreement, or in any action against Renter for a breach thereof. Acceptance by WIL THE PHOTOGRAPHER, LLC of the return of the rented equipment shall not be a waiver by WIL THE PHOTOGRAPHER, LLC of any claims it may have against Renter under this agreement or for latent or patent damage to equipment.

ASSIGNMENT: Renter responsibility under this agreement remains with the Renter in the event of subleases, sub rentals, or assignments of the Equipment to any other party.

By providing payment and taking possession of rented equipment, you agree with the above WIL THE PHOTOGRAPHER, LLC terms and conditions. This Rental Contract inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto

I, \_\_\_\_\_ hereby agree with the above WIL THE PHOTOGRAPHER, LLC Terms and Conditions. I have reviewed the rental invoice and it accurately reflects my request for Equipment, Labor, and Schedule.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Job Name / Reference / Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rental Start Date      Rental End Date

Signature on rental contract and online agreement has same force as signature on this agreement.