

Wil the Photographer, LLC - Rental Agreement

Invoice Number: _____

Invoice Date: _____

Rental Title: _____

Rental Agreement

Wil the Photographer, LLC

Effective Date: May 14, 2025

BUSINESS ADDRESS

Wil the Photographer, LLC

10050 Palma Linda Way #319

Orlando, FL 32836

Phone: (407) 569-7788

Email: wilthephotographer@gmail.com

Website: <https://www.wilthephotographer.com>

AGREEMENT

This Rental Agreement ("Agreement") is made between Wil the Photographer, LLC ("Company") and the rental customer ("Renter") and governs the rental of equipment and/or services as described in your order confirmation. By placing an order or taking possession of equipment, the Renter agrees to the following terms and conditions.

ORDER CONFIRMATION

An agreement becomes active upon confirmation of pricing and availability via written or electronic communication from Wil the Photographer, LLC.

AGENT USE

The Renter may assign an agent over the age of 18 to pick up, operate, or return equipment. The Renter remains fully responsible for any actions taken by their agent.

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INSURANCE

If Wil the Photographer, LLC is not providing on-site setup and operation, the Renter is required to maintain insurance coverage for the full replacement value of the equipment. Wil the Photographer, LLC must be named as an additional insured.

SECURITY DEPOSIT

Wil the Photographer, LLC may require a refundable security deposit equal to the replacement value of the equipment. This deposit will be returned upon satisfactory return of the equipment, less any repair or loss costs.

PAYMENT TERMS

Full payment is required at booking. Other payment arrangements must be pre-approved. Renter agrees to pay all outstanding balances, including those for overtime, damage, or extended rental time. Returned checks are subject to a \$25 fee.

CANCELLATIONS

- Cancel before 12 PM the business day prior: up to 50% cancellation fee.
- Cancel after 12 PM the day before rental: up to 100% charge for the first rental day.
- Rescheduled Jobs (e.g., due to weather): Only actual costs will be charged if rescheduled within 3 months. Otherwise, a 25% fee applies.

REFUNDS

Refunds are limited to the rental cost only. The renter must notify the Company within 2 hours of any equipment malfunction and leave a voicemail if a tech is unavailable. Failure to report immediately voids any refund eligibility.

WEATHER POLICY

Wil the Photographer, LLC is not responsible for cancellations, interruptions, or damages caused by weather or acts of nature during the rental period. No refunds or credits will be issued once equipment has been delivered or picked up.

PHOTO/VIDEO CONSENT

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Renter agrees that Wil the Photographer, LLC may photograph or record the use of its equipment during events for marketing or promotional purposes, unless the Renter opts out in writing before the rental begins.

EQUIPMENT SUBSTITUTION

Wil the Photographer, LLC reserves the right to substitute equipment with an equivalent or superior item if the original item becomes unavailable due to maintenance, damage, or logistical issues.

CHARGEBACK & PAYMENT DISPUTES

By signing or submitting payment, Renter agrees not to initiate chargebacks or payment disputes without first attempting to resolve the issue with Wil the Photographer, LLC. Fraudulent chargebacks will be pursued to the fullest extent of the law.

PERMITS & VENUE APPROVAL

Renter is solely responsible for obtaining any necessary permits, venue permissions, or compliance with local regulations for foam, lighting, or outdoor equipment usage.

DIGITAL ACCEPTANCE

Digital signatures, electronic payment confirmation, or order submission shall constitute agreement to these terms with the same legal effect as a physical signature.

EQUIPMENT USE

Renter agrees to:

- Receive operational instructions upon pickup/delivery
- Use equipment only in appropriate, safe environments
- Avoid damage from weather, sand, water, heat, etc.
- Properly secure equipment during transport and setup

Cleaning or damage fees may apply for misuse or improper handling.

EQUIPMENT RETURN

Late returns are billed at a daily rate. Unreturned items after 24 hours of the return date without communication will be considered stolen. The renter is responsible for full replacement cost and legal

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collection costs.

LOSS OR DAMAGE

The renter is responsible for all equipment damage or loss during the rental period, including damage caused by third parties. Charges will be based on replacement value or equivalent models.

DELIVERY & PICKUP

If delivery/setup is included, the Renter must be present during agreed windows. Missed delivery or pickup times are subject to additional charges. Renter must provide safe and open access to the site.

WARRANTY & FUNCTION

All equipment is tested prior to release. Renter agrees to maintain the equipment in its original condition.

RIGHT OF ENTRY

Wil the Photographer, LLC reserves the right to access the premises to inspect or retrieve equipment. Renter may not sublease, loan, or alter any rented item without written consent.

INDEMNIFICATION

Renter assumes all risks and agrees to indemnify Wil the Photographer, LLC against any injuries, claims, property damage, or legal fees resulting from equipment use.

COPYRIGHT COMPLIANCE

Wil the Photographer, LLC may refuse rentals if the use violates copyright laws or proper licenses are not provided.

TERMINATION

The Company may terminate this agreement with 24 hours' notice. Equipment must be returned immediately in its original condition. Legal fees incurred in enforcement will be the responsibility of the Renter.

ASSIGNMENT

Renter remains liable under this agreement even if assigning or sub-renting the equipment to another party.

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FOAM MACHINE USE DISCLAIMER

Wil the Photographer, LLC provides foam machines for rental use only and does not supply foam solution or soap. It is the sole responsibility of the Renter to purchase a compatible foam solution separately.

The Renter assumes full responsibility for:

- Choosing a foam solution that is safe for their guests, property, and environment
- Ensuring the foam solution is non-toxic and compatible with the machine
- Allergies, skin reactions, or injuries caused by the foam or its residue
- Damage to surfaces, flooring, equipment, or landscaping

Wil the Photographer, LLC is not liable for any direct or indirect damages, injuries, or losses resulting from the use of third-party foam solutions or from foam events conducted using rented equipment.

FOAM MACHINE OPERATION DISCLAIMER

The Renter is solely responsible for the safe setup, positioning, power supply, and operation of the foam machine. Wil the Photographer, LLC does not provide on-site assistance unless otherwise agreed in writing.

By renting the foam machine, the Renter agrees to:

- Operate the machine according to the provided instructions or manufacturer guidelines
- Ensure the machine is supervised at all times while in use
- Prevent electrical or water hazards by using the equipment in dry, stable environments
- Keep the machine away from children, pets, and guests not properly supervised

Wil the Photographer, LLC is not liable for any injuries, accidents, or damages resulting from improper setup or operation of the machine by the Renter or their guests.

Lighting Equipment: Renter is responsible for ensuring proper voltage, secure mounting, and safe placement of all lighting equipment. Wil the Photographer, LLC is not liable for injuries, fire, or property damage due to overheating, electrical faults, or misuse.

Non-Slip Mats: Non-slip mats are provided as-is and must be securely placed and regularly inspected by the Renter. Wil the Photographer, LLC does not guarantee slip prevention. Use at your own risk.

Foam Pit or Containment Areas: If a foam containment pit is used, Renter must ensure safe access, water drainage, and supervision. Wil the Photographer, LLC is not liable for slipping, falling, or water damage associated with use of the foam pit.

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By signing below, the Renter acknowledges full understanding and acceptance of the agreement terms.

Renter Name: _____

Signature: _____

Date: _____

Renter Signature: _____

Printed Name: _____

Date: _____