

RENTAL AGREEMENT

SMASHBOX DIGITAL

TERMS AND CONDITIONS

EQUIPMENT / TECHNICIAN RENTAL

This is a binding agreement between Smashbox Digital and the below signed Renter. By signing, Renter understands and agrees to abide by the terms and conditions described herein:

INSURANCE

- Before the start of any project, Smashbox Digital requires that a fully executed certificate of insurance be on file (there will be NO EXCEPTIONS). Smashbox Digital must be listed as the Primary Additional Insured; minimum coverage for Property & Equipment must be at least \$100,000.00 and minimum coverage for Liability must be at least \$1,000,000.00.
- Please fax Certificate of Insurance to 323 512 2035 prior to shoot date.

TERMS

- All payments are due upon receipt of invoice unless terms have been established (usually after two bookings). Renters with unpaid invoices of forty-five days or more will be required to pay in full at job's conclusion. Renter agrees to pay for all costs associated with the collection of past due invoices.

RESPONSIBILITY/LIABILITY

- Smashbox Digital assumes no responsibility (NO EXCEPTIONS), and is not liable--in any way--for any actual or alleged loss to a client. This includes: equipment failure or malfunction, data corruption, cancellation delays due to force of nature, or an any other kind of unexpected disasters, and for any human error.
- Renter agrees to pay for repairs of damage beyond normal wear and. If any rented equipment is lost, destroyed, damaged or for any reason returned to Smashbox Digital, Renter agrees to replace said equipment or pay Smashbox Digital the replacement value.
- Renter shall cover Loss of Income equal to the base rental rate of lost/damaged property or equipment multiplied by the number of days required to repair or replace lost/damaged item.
- If Smashbox Digital discovers that the rental equipment has been damaged or has parts missing, within 48 hours after the equipment has been returned, Renter agrees to pay all repairs of parts' replacement costs rented equipment. Renter may also be liable for lost rental time incurred in repairing damaged equipment.
- Presence of Smashbox Digital's Technician does not release renter from loss or damage liability of equipment.
- If Renter fails to return equipment when due or pay rental thereof, Smashbox Digital may declare Renter in default and shall have the right to take said equipment from Renter and recover all damages, rental, costs and attorney's fees. Renter waives any claim for damage resulting from such action.

ARCHIVE LIABILITY RELEASE

- Smashbox Digital agrees to temporarily archive the image files from photo shoot for a period of 14 days after completion. After this time period, Smashbox will attempt to contact you via phone or email before deleting your entire shoot. Smashbox Digital is not responsible for archiving image files after 14 days and highly recommends making archiving arrangements to provide for long term storage. For an additional cost, Smashbox Digital can provide archiving services.

CANCELLATION POLICY

- If Renter cancels less than 24 hours from the specified shoot date, Renter agrees to pay the daily rate for each item that has been booked. If at all possible, Smashbox Digital will try to rent the cancelled item(s) to another client. If booked items can be rented, Smashbox Digital will waive the cancellation fees in order to accommodate the original Renter.

PHOTOGRAPHER'S NAME _____ PO# _____

SHOOT DATES _____ PROJECT: _____

COMPLETE BILLING ADDRESS: _____

BILLING CONTACT NAME: _____

PHONE: _____ FAX: _____ EMAIL: _____

PRINT YOUR NAME: _____ SIGNATURE _____