



Rental Agreement 2022

ROBERTS CAMERA RENTAL ACCOUNT AGREEMENT

To open or maintain a rental account at Roberts Camera, we need the following from you:

1. Completely fill out, sign, and return a copy of this rental agreement.
 2. You must be at least 21 years of age to be able to rent from Roberts Camera
 3. Provide a valid and current Driver's License or equivalent State/government issued ID for proof of identity
 4. Provide a valid and active credit card to secure your account
 5. Select your preferred method of ***Securing Rental Equipment*** from the options below. These options are described in full in a separate document by the above name.
- ☐ **FIRST TIME RENTERS ONLY** – A credit card authorization holding the amount of \$1000.00 (or full value of the rental equipment, whichever is less) is required. We will also require that the credit card used for this authorization is also used for payment of the rental fees at the time of drop-off. For first time renters we will limit the total value of the gear allowed to be rented at \$3000. **Initial Here**_____
- ☐ **EQUIPMENT RENTAL VALUED AT \$6000 OR MORE**–Renter must provide a Certificate of General Liability Insurance naming Roberts Camera as Additional Insured and/or Loss Payee (see policy requirements ***in Securing Rental Equipment*** document).The “Unattended Vehicle Theft Exclusion” will not be accepted. Confirm with your insurance provider that you will be covered in the event that equipment is lost, stolen or damaged while left unattended in a vehicle. Roberts Camera does not accept insurance coverage that provides for any variation of “actual cash value” replacement. Further, the coverage must be written on a “replacement cost basis” without deduction for depreciation. By selecting this option, I certify that the insurance policy will remain in effect during the term of all rentals or until another option is selected to secure the rental equipment. **Initial Here**_____
- ☐ Purchase a damage waiver provided by Roberts Camera (optional) which will equal 15% of the rental fee. The purchase of this damage waiver only covers damage and not lost, theft or fire. By purchasing this waiver you will only be responsible for 50% of the repair cost. Repair cost information will be shared with the renter at the time it is received by Roberts Camera. **Initial Here**_____

By signing and submitting this Rental Account Agreement, you agree that any Rental Agreement made between yourself, your authorized account contacts, and Roberts Camera will include the terms set forth herein.

FIRST TIME RENTERS: A credit card authorization hold in the amount of \$1000 (or full value of the rental equipment, whichever is less) is required. You understand that the credit card hold could remain active until automatic expiration in 7 to 30 days. The total value of the rental gear available to you as a first-time renter at once is limited to \$3000. After your 3rd time renting with us, this limit will be waived provided your rental was returned on-time, undamaged and returned with all accessories. If your rental is not returned on-time, undamaged and returned with all accessories Roberts Camera may choose to no longer enter into a rental transaction with you or Roberts Camera may choose to continue to require credit card authorizations for future rentals. **Initial Here**_____

DESCRIPTION OF EQUIPMENT: The Equipment subject to this Agreement shall be the specific item(s) of Equipment listed on the Rental Agreement and Contract executed at the time of delivery of such Equipment (the “Equipment”). Upon pickup of the Equipment by Customer at Roberts Camera's place of business (220 E. St. Clair Street, Indianapolis IN 46204), or upon receipt by Customer after shipment or delivery of the Equipment, it is Customer's responsibility to determine that the order is complete and to notify Roberts Camera prior to taking delivery, of any discrepancies.



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TERMS OF RENTAL: Unless otherwise specified herein or in the Rental Contract, all Equipment shall be rented on a day-to-day basis and all rental rates shall apply to each full day or any fraction thereof which has elapsed between the time the Equipment is delivered to Customer and the time it is returned to Roberts Camera. Where the Equipment has not been received back by Roberts Camera by the date & time specified by the rental contract, rental charges will continue to accrue at the rates set forth in the rental contract.

The weekday rental term begins at 9:00a.m. and ends at 12:00 p.m., twenty-seven hours later. Pickup or return is available any time during the initial rental term (during Rental Department working hours which are Monday through Friday 9am -5:00pm, and Saturday 10am – 4:00pm, PLEASE NOTE: We will be closed on Sunday and will close for major holidays). There is a one hour grace period for all scheduled return times. A fractional-day rental charge will be added to the contract for returns exceeding the one hour grace period. There is no fractional-day reduction of rental charges upon early return of day-term rentals as the Equipment was reserved for your exclusive use during the Contract period. Weekly and other long-term rentals may be adjusted for early return at our sole discretion.

The weekend rental term begins at 9:00am on Friday and ends at 12:00p.m. on Monday for a one day rental charge. Pickup or return is available any time within the rental term during regular store hours. The return grace period and fractional-day rental charges for later returns, as described above, also applies to weekend rentals.

DELIVERY: The Customer, by signing this Rental Account Agreement, acknowledges that the Equipment will be deemed “delivered” when it leaves Roberts Camera's place of business in the possession of the Customer or any third-party carrier. The Customer bears full responsibility for all selection of and payment to any third-party carrier, and for any other obligations under applicable transportation agreements, unless other arrangements are made in writing and signed by the Customer and an authorized representative of Roberts Camera. In the event Roberts Camera agrees in writing to deliver the Equipment to a location away from Roberts Camera's place of business, the Customer shall provide Roberts Camera with detailed written instructions for such delivery. If the Customer fails to provide such instructions, or if such instructions fail to address any aspects of the delivery process, Customer shall be deemed to have authorized Roberts Camera to accomplish delivery in any manner that Roberts Camera, in its sole discretion, deems appropriate, including use of a third-party carrier selected by Roberts Camera. Under all circumstances, the Customer agrees to bear the entire risk of loss and/or damage to the Equipment once it is no longer in the physical custody of authorized Roberts Camera employees.

RETURN: Except as otherwise provided herein, the Equipment shall be deemed “returned” to Roberts Camera when it has been returned to and received by Roberts Camera at Roberts Camera's place of business (220 E. St. Clair Street, Indianapolis, IN 46204), **and verified by Roberts Camera employees as undamaged and in working condition.** The Customer shall continue to bear any and all risks of loss and/or damage to the Equipment until return has been accomplished in this manner. Equipment that has been damaged or destroyed while in the possession of the Customer, an agent of the Customer or any third-party carrier, shall not be deemed to have been “returned” to Roberts Camera until such time as it has been repaired and the Customer has been released in writing by an authorized representative of Roberts Camera from liability for any future rent, or Roberts Camera has received full replacement value from the Customer or the Customer's insurer. Likewise, Equipment that has been lost, stolen or seized by a governmental agency prior to being returned to and received by Roberts Camera shall not be deemed to have been “returned” until Roberts Camera has received full replacement value from the Customer or the Customer's insurer or the Equipment has been released by the governmental agency or their party and is in the physical custody of authorized Roberts Camera employees in an undamaged condition.



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RATES AND CHARGES: The rent payable for any item of Equipment shall be the rate set forth in the Rental Contract via the online rental reservation system. Roberts Camera's published rates are subject to change prospectively at any time without notice. In the event that a rental item is being shipped to a customer, the Customer is responsible for all shipping and delivery charges and the rental period must be a minimum of one (1) week. Roberts Camera may assess an additional charge in accordance with its then current rate schedule for pickup and delivery. No allowance will be made for items delivered to, but not used by the Customer. The Customer shall pay all taxes, transportation charges, duties, broker's fees, bonds, or other costs imposed by reason of the rental of the Equipment by the Customer.

LATE CHARGES: In the event that the rented equipment is not returned at the required date and time that is indicated in the rental reservation system, the customer understands that they will be assessed and charged late fees for each day that the equipment is not returned to Roberts. If the equipment is overdue by more than one week and the customer has not contacted Roberts Camera to indicate acknowledgement of overdue equipment, a police report will be filed with the Indianapolis Police Department and the equipment will be reported as stolen.

LIMITED WARRANTY: Roberts Camera warrants that, when delivered to the Customer, all Equipment will be operational to accepted manufacturer's specifications. In the event of malfunction, Customer must notify Roberts Camera immediately. Roberts Camera will have no responsibility for any malfunction reported after termination of the rental for such Equipment. Customer shall not attempt to service or repair any of the Equipment and any attempt by the customer to service or repair Equipment will void the limited warranty provided herein. The limited warranty provided herein shall not apply to any malfunction resulting from mishandling or improper operation of the Equipment after delivery to the Customer. Roberts Camera shall have no liability arising out of the Customer's inability to operate the Equipment in accordance with manufacturer's instructions and contemplated use. Except as set forth herein, Roberts Camera makes no warranty with respect to the Equipment. Roberts Camera expressly disclaims any warranty, implied or suffered by the Customer or any third party. Roberts' liability for any breach of the warranty granted hereunder shall be, in Roberts Camera's discretion, limited to replacement or repair of any malfunctioning Equipment or a refund of any rent paid by the Customer in connection with such Equipment.

DAMAGE: The Customer acknowledges that when the Equipment is delivered to the Customer, the Customer will have examined the Equipment and found it to be in good working order. The Customer shall have full responsibility and liability to Roberts Camera for the actual cost to repair or replace any Equipment which during the period between delivery to the Customer and return to Roberts Camera has been lost, stolen, or damaged from any cause whatsoever (other than from a malfunction to which Roberts Camera's limited warranty applies or ordinary wear and tear). In the event that the customer purchases a damage waiver, which will equal 15% of the total rental fee, offered by Roberts Camera, the following will apply: The purchase of a damage waiver offered by Roberts Camera will cover damage only and not lost, theft, fire, and submersion in liquid. By purchasing this waiver the Customer will be responsible for 50% of the repair cost. Repair cost information will be shared with the renter at the time it is received by Roberts Camera from the repair facility of Roberts Camera's choosing. The Customer assumes any and all risks of loss once the Equipment leaves Roberts Camera's place of business until such time as the Equipment is returned to Roberts Camera in the manner provided herein, except at such times as the Equipment is in the exclusive control of authorized Roberts Camera employees. To the extent the Customer is responsible under this Rental Account Agreement for such damage or loss, the Customer shall be liable to Roberts Camera for the full replacement cost of all Equipment which must be replaced as a result of damage, loss or customer's failure to return the Equipment to Roberts Camera. The liability of Customer hereunder is primary and shall not be reduced in the event Roberts Camera receives proceeds from its own insurance. Acceptance by Roberts Camera of the return of an Equipment shall not be deemed a waiver by Roberts Camera of any claims which Roberts Camera may have against the Customer under this paragraph, even though any damage for which the Customer is liable hereunder is discovered later.



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RENTAL INSURANCE PROVIDED BY CUSTOMER: If the Customer chooses to secure the Equipment with an insurance policy, the Customer must provide a Certificate of General Liability Insurance naming Roberts Camera as Additional Insured and/or Loss Payee, in a form and amount (not less than \$1 million) prior to taking delivery of the Equipment. The "Unattended Vehicle Theft Exclusion" will not be accepted. Confirm with your insurance provider that you will be covered in the event that equipment is lost, stolen or damaged while left unattended in a vehicle. Roberts Camera does not accept insurance coverage that provides for any variation of "actual cash value" replacement. Further, the coverage must be written on a "replacement cost basis" without deduction for depreciation. Additionally, the Customer's insurance coverage must cover all risk of loss to the Equipment, worldwide, at replacement cost value plus any continuing rental charges at the same rate set forth on the Rental Agreement (such payments to continue until the date of receipt of the replacement cost by Roberts Camera), including coverage of the Equipment while in transit. The Customer's insurance must include rented or leased Equipment coverage and must provide coverage during the entire time of rental or lease, including transportation of the Equipment to and from Roberts Camera's place of business, even if such transportation is accomplished by a third-party carrier. This Customer's insurance binder must have an expiration date of no less than thirty (30) days past the end of the rental period. If the certificate is to be modified, amended, or changed, a new certificate must be on file prior to the expiration date of the original.

USE OF EQUIPMENT: The Customer shall at all times retain the Equipment in its own custody. The Customer shall operate the Equipment in accordance with the manufacturer's instructions and contemplated use and shall not use the Equipment in any manner which will subject it to abnormal or hazardous conditions, including, but not limited to: not using the Equipment in accordance with manufacturer's instructions and contemplated use, negligence (defined as, but not limited to, failure to provide prudent security measures to prevent theft or carelessness in maintaining the Equipment properly); or misuse (defined as, but not limited to, improper use of the Equipment causing damage due to the utilization of the Equipment in a manner for which it is not designed). The Customer shall not make any alterations or improvements to the Equipment without the prior written consent of Roberts Camera and shall not deface, remove, or cover any nameplate on the Equipment showing Roberts Camera ownership. All Equipment shall be operated in accordance with applicable Federal, State and local laws.

INDEMNIFICATION: The Customer hereby agrees to indemnify and hold Roberts Camera harmless from and against any and all losses and/or claims, including without limitation reasonable attorneys' fees, arising out of Customer's possession, use or operation of the Equipment during the time between delivery of the Equipment to the Customer and its return to Roberts Camera.

TITLE MATTERS: This Rental Account Agreement, and any Rental Agreement, constitutes a lease and not a sale of the Equipment or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Equipment. Title to the Equipment shall remain at all times in Roberts Camera. The Customer hereby acknowledges Roberts Camera's ownership and title in the Equipment and agrees to keep the Equipment free of all liens, levies, and encumbrances. This Agreement constitutes a lease to the Customer exclusively and the Customer shall not assign any rights under this Agreement, or sublease the Equipment to any other person or entity without consent by Roberts Camera. Roberts Camera shall have the right to assign its rights and obligations under this Agreement without the consent of the Customer. In the event of any such assignment, the Customer waives the right to assert any claim by the Customer against Roberts Camera as a defense against any such assignee.

RIGHT OF ENTRY AND INSPECTION: Roberts Camera shall have the right to inspect the Equipment at any time during the rental term. Customer shall make any and all arrangements necessary to permit a qualified representative of Roberts Camera access to the location of the Equipment. If a breach of any of the provisions of the Rental Agreement occurs, Roberts Camera has the right to take possession of the Equipment without legal process, without liability to Customer,



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and without prejudice to Roberts Cameras's right to receive rent due or accrued, up to and including the date of removal of the Equipment.

GOVERNING LAW: This Rental Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Venue in any action involving the Equipment, this Rental Account Agreement, or any Rental Agreement, shall be in courts having situs in Marion County, Indiana. The prevailing party in any proceeding shall be entitled to an award of reasonable attorneys' fees and litigation costs.

INVOICES & RECEIPTS: Terms and conditions set forth in any Rental Contract, Invoice, or Receipt issued by Roberts Camera pursuant to a Rental Agreement shall be deemed part of the Rental Agreement.

MISCELLANEOUS: This Rental Account Agreement, the Rental Agreement, the online reservation confirmation and any written amendments thereto, shall constitute the entire Agreement of Roberts Camera and the Customer with respect to the Equipment. This Agreement may not be modified except in writing signed by both the Customer and an authorized representative of Roberts Camera. All obligations of the Customer hereunder shall survive expiration of the rental term set forth in the Rental Agreement, as amended. Notwithstanding any prohibition on assignment, this Agreement shall be finding upon and insure to the benefit of the successors and assigns of the parties. The person signing this Agreement on behalf of the Customer warrants that such individual has been duly authorized to execute this Agreement and to bind the Customer to its terms. In the event any provision of this Agreement is held to be unenforceable, such provision shall be severed from this Agreement and the remainder shall be deemed fully enforceable. The Customer hereby represents to the best of its knowledge, that all information provided in the Rental Account Agreement and any Rental Agreement is true and correct. By signing this Rental Account Agreement and accepting delivery of Equipment from Roberts Camera, the Customer agrees to be bound by all of the Rental Terms and Conditions in effect from time to time, as set forth herein.

CUSTOMER AFFIRMATION: Customer affirms that its authorized representative has read the foregoing terms and conditions, and understands same, and that Customer has freely sought and taken, or forgone, legal advice, as its interests have dictated.

PLEASE FILL IN ALL OF THE FOLLOWING INFORMATION (please print legibly):

BUSINESS / CUSTOMER NAME:

BUSINESS / CUSTOMER ADDRESS:

(Street and Number)_____

(City, State, ZIP Code)_____



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(Office Telephone Number) _____

(Cellular Phone Number) _____

(Fax Number) _____

(Email Address) _____

DRIVER'S LICENSE OF CUSTOMER (OR PERSON) PICKING UP (OR ON BEHALF) OF CUSTOMER:

Number: _____ State: _____ Expiration Date: _____

NAME OF PERSON SIGNING FOR RENTAL (if different from info above):

Sign: _____ Print: _____ Date: _____

I understand that the foregoing information provided by Customer shall be and remain part of Customer's Account file unless and until modified in writing by Customer.