



Capture Kits Rental Agreement

Definitions

This agreement is between Capture Kits and the person or company signed below as 'Renter'. For the purposes of this agreement, 'Equipment' will be any cameras, lenses, computers or support equipment owned by Capture Kits and included in the rental kit. 'Digital Technician' will be the representative of Capture Kits who delivers, accompanies and is responsible for the proper use of the Equipment.

Insurance

Renter is not required to maintain liability insurance on the Equipment since a representative of Capture Kits will always be present, supervising the use of all Equipment. A damage deposit equal to half of the rental fees will be required for lighting, support and grip kits. In the event no servicing of the rental Equipment is needed upon completion of the rental, the damage deposit will be applied toward final rental charges.

Title/Ownership

Renter acknowledges that Capture Kits maintains full title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. Renter may under no circumstances assign, loan or pledge the Equipment to a third party.

Overtime

All Equipment rentals are based upon a 10 hour shoot day including all set-up and tear-down of the Equipment. After 10 hours, rental of the Equipment will be charged at an hourly rate of \$200 per hour up to 6 hours at which time, a second day rate will be charged. The overtime rate for the Digital Technician is \$75 per hour and is in addition to the Equipment overtime charges.

Delays and Cancellations

A Capture Kits digital technician will deliver all Equipment at the designated rental time and place. In the case of a shoot delay, cancellation or postponement, notification must be given within 24 hours, otherwise the full day rate will be charged and any advance will be forfeited. If the shoot is delayed, cancelled or postponed to a future date, and notification is given at least 24 hours in advance, any deposit paid will be applied to the rescheduled shoot.

Digital Technician

The Capture Kits Digital Technician is responsible for the proper use and maintenance of all Capture Kits equipment during the rental period. The Digital Technician will facilitate the use of and/or operate all equipment as needed but will not under any circumstances be available for use as a photographic assistant, grip or production assistant. The Digital Technician has the full authority of Capture Kits to request that Equipment not be used in a manner that would damage or otherwise harm the rental Equipment and if necessary, remove the Equipment from the shoot.

Should craft services/catering be provided for the crew on the date of the shoot, Capture Kits requests that access to the catering, be provided for the Digital Technician.

Warranty/Guarantee

Capture Kits inspects and maintains all Equipment prior to rental, however equipment is rented without warranty or guarantee of any kind, expressed or implied. Should the Equipment fail during a shoot, every effort will be made to either repair or replace the failed Equipment as soon as possible.

Photographic data

At the end of the rental period, all RAW images will be transferred to Renter's media of choice. Capture Kits is not responsible for the archiving or backing up of Renter's images. All images will be deleted from Capture Kits' Equipment 3 business days after the conclusion of the rental period.

Payment terms

An equipment damage deposit (see attached rate sheet) and a rental deposit (equal to half of the rental amount) will be due no less than 5 business days prior to the start of the rental period. The balance of the rental charges are due within 10 days of the completion of the rental period. Without a rental deposit, Capture Kits cannot hold or reserve a rental date.

Indemnification

Renter agrees to indemnify and hold Capture Kits, its employees, agents and assigns harmless from and against any and all losses, damages, claims or liability of any kind, including legal expenses arising from the use and operation of the Equipment. This indemnification shall continue in full force and effect during the term of the rental and after the rental for causes arising during the time of the rental.

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Authorized Signatures

I, the undersigned, hereby understand and agree to the terms outlined above:

Renter: _____ Date: _____

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