



Focal Point Rental Contract

Business Hours:

Mon-Fri: 9:30am-6pm

Sat: 10am-4pm

Phone: 503-623-6300

Fax: 503-623-0987

RENTAL PERIOD: The minimum rental period is one (1) day. Each rental day is considered by close of the next business day. Special weekly rates are billed based on a four (4) day week. Rentals picked-up on Friday and returned the following Monday are considered a one (1) day rental.

LIABILITY: Focal Point Photography is in no way responsible for any liabilities, claims, costs, or expense arising from the use or possession of any of its rentals. Focal Point's equipment is offered for inspections and testing prior to leaving our facility. Focal Point shall not be liable for any loss or damage of any kind, whether caused by negligence or otherwise.

TERMS & CONDITIONS: Rentals will only be made with those firms or individuals who have a rental account with Focal Point and have valid ID on file. All payment arrangements must be made prior to the release of any equipment. For those firms or individuals who do not have a rental account with Focal Point, a credit card will be required for depository purposes. This deposit will be waived with proof of insurance. Payment in full is expected at the beginning of the rental period before any equipment is released. At the time of rental, there will be a pre-authorized amount set with a major credit card company before rental items can be released.

DAMAGE:

A) The lessee agrees to pay the rental price for all equipment rented. Should any equipment, or parts thereof, be lost, damaged, altered, or destroyed by fire, causality of any kind, or any other act or accident, lessee agrees to pay the full value of the rented equipment lost, damaged, destroyed, or detained, as well as the accrued rental charges thereof according to the full replacement value. In the event of damage, the lessee agrees to pay the accrued rental charges in addition to the cost of repair or replacement of all equipment. Rent shall be due whether or not such damage or loss has occurred. Obligation to pay the rental fee shall only cease at the point of complete repayment for all losses or damages sustained by lessor.

B) All equipment is rented in good condition and is to be returned in kind. Any repair work necessary shall be paid for by the lessee. If any equipment is damaged beyond repair, lessee shall pay full replacement cost. This included lens caps, rear caps, lens hoods, body caps, lens pouches, chargers, batteries, cables, filters, cleaning fees if returned dirty, and/or any other repair fee incurred.

EQUIPMENT: Lessee agrees to and does hereby indemnify lessor and hold lessor and its agents and employees harmless of and from any and all damages, losses, and claims. Demand of liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including without limitation

latent or other defects), or operation of the equipment rented, and by whosoever used or operated during the rental term thereof. This indemnification shall continue in full force and effect during and after the term of the rental period for cause arising during the term of this rental.

INSURANCE / DAMAGE WAIVER: Optional insurance is available and recommended by Focal Point. Insurance is \$10.00 per day. Each item will require separate insurance. With the damage waiver, you will only be responsible for paying up to \$100.00 deductible if the item has been damaged. Without this optional insurance coverage, you will be responsible for paying all fees associated with the damage, loss, and/or replacement of rented equipment. Water damage is considered negligence by the lessee or user and is NOT covered as damage.