

## RENTAL AGREEMENT

1. Renter agrees to inspect the equipment at the time of pickup or delivery. Once it is presumed that the renter has inspected the equipment and is satisfied with its condition, and the renter has accepted the equipment is in good working condition. The renter agrees to pay on demand the rental rates stated in this contract.
2. Renter further agrees to take care of the rented equipment and to use it in a proper manner. In the event the rented equipment is damaged, lost, stolen, or destroyed before being returned, Renter agrees to promptly pay an amount equal to the cost of repair or replacement of the rented equipment.
3. Matte Black Camera Rentals shall not be held liable for any loss or damage of any kind, whether caused by negligence or otherwise resulting from: failure to choose appropriate equipment, failure to use equipment properly, failure to learn the operation of the equipment, failure to charge or monitor batteries, delay, detention, late delivery, no-delivery, defect or deficiency in rented equipment or other materials supplied, handled, stored, or transported.
4. At no time will rental charges accrue towards the purchase of the rent equipment.
5. Matte Black Camera Rentals makes no warranties, either express or implied, as to any matter whatsoever, including and without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose, loss of data due to equipment malfunction or loss of any data that is stored on any rented media storage devices.
6. Digital devices require a working knowledge of the post production processes needed for any specific job. Matte Black Camera Rentals will not be held responsible for the following, including but not limited to:
  - a. Uploading data from cards or camera's
  - b. Post processing of still or video files
  - c. Handling of new, unfamiliar or inappropriate file formats
  - d. Corruption of data
  - e. Destruction of data through networks or the internet
7. Renter agrees to indemnify and hold Matte Black Camera Rentals harmless from and against any and all claims, actions, suits, proceedings, cost expenses, damages and liabilities, including reasonable attorneys fees arising out of, connected with resulting from the use of the equipment. Each party agrees to give the other the prompt notice of any such claim or the institution of any action, suit or proceeding.
8. Willful failure to return rented equipment property with 72 hours of the stated return date is a Class 6 Felony and is punishable by 1.9 years in prison. If the value of the equipment is under \$100, crime is a Class 1 Misdemeanor, punishable by 6 months in county jail and or a fine of \$1000.