

f/32 Photo, LLC Rental Agreement

This equipment lease agreement ("Lease") is made effective by clicking on the "I agree, submit this order" button, by and between f/32 Photo, LLC, ("Lessor") and current user ("Lessee"). By clicking on the "I agree, submit this order" button, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. Lessor may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By clicking on the "I agree, submit this order" button, Lessee indicates acceptance of the modified Terms and Conditions. Now, Therefore,

1. Disclaimer

Every effort is made to assure descriptions and prices are correct. Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.

2. Lease

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment ("Equipment"): shown above in the "Contents" area during checkout.

3. Term

The term of this lease shall commence on the first day of the rental period shown on order receipt which is the day that the Lessee may pick up the equipment. The term of this lease shall expire on the expiration of the term of days shown on the order receipt. The Equipment must be returned to the Lessor by the end of business on the last day of the term of the lease.

4. Rent

Rent and a deposit, if applicable, must be paid in advance, in full.

5. Late Returns

Late returns are penalized a maximum daily penalty equivalent to 33% of the 3-day rental rate for the Equipment. Any penalties will be charged to the Lessee's form of payment on file with Lessor.

1. In the event the rental is not returned 7 days after the due date and Lessor has been unable to collect the applicable penalties, the equipment will be considered stolen and the Lessee's form of payment will be charged the full replacement value of the Equipment.
2. If Lessor is unable to collect penalties or the replacement value of the Equipment after 7 days, the Lessee shall be considered to be in Default.
3. Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.

Use

Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinance, and regulations in any way relating to the use or possession of the Equipment.

7. Cancellation by Lessor

Lessor reserves the right to cancel any order, for any reason, at any time before pick up of Equipment occurs.

8. Cancellation by Lessee

Lessee may cancel an order at any time, for any reason until the Lessor transfers possession of the Equipment to the Shipper. However, the 50% deposit required by the Lessor from the Lessee is NOT refundable.

9. Ownership

The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment. Lessor makes no claims to images, video, or sound recordings made by the Lessee while using the Equipment.

10. Damaged or Modified Equipment

Lessee shall keep the Equipment in good repair and condition. Lessee shall not materially modify or alter the Equipment.

1. In the event of any material modifications, Lessee will be responsible for all reasonable costs of Lessor in restoring the Equipment to its normal condition.
2. Lessee assumes and shall bear the entire risk of damage to the Equipment during the term of the Lease.
3. Unless pre-existing damage is reported to the Lessor within 24 hours after Lessee takes possession of the Equipment, it is assumed any damage to the equipment occurred during the term of the Lease.

4. If the event of damage, Lessor shall choose the repair method and venue, within reason.
5. If Lessor chooses an external venue for repair, Lessee is responsible for the total cost of the repair, if commercially reasonable.
6. Lessee's form of payment shall be charged the amount of repair expenses owed to Lessor. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.
7. At Lessor's discretion, a cleaning fee may be charged if any of the following must be removed from the equipment upon return:
 - Smoke
 - Mud or dirt
 - Chalk or Powder
 - Sand
 - Any other matter that must be removed from the equipment before it is placed back in Lessor's inventory

11. Loss of Equipment

Lessee assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease.

1. Lost or Stolen Equipment – in the event that the equipment is reported by Lessee to be lost or stolen during the term of the Lease, Lessee is liable to Lessor for the replacement value of the Equipment.
2. Lessor shall charge Lessee's form of payment the amount owed for replacement of the lost or stolen Equipment.
3. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.
4. Unreturned equipment – If the Equipment is not returned within seven days of expiration of the term of the Lease, the Lessee shall be liable for the replacement value of the Equipment.

12. Default

In the event of default, all amounts owed by Lessee to Lessor are immediately due.

1. In the event of default, Lessee shall be responsible for any reasonable expenses of Lessor in attempting to recover the amount owed from Lessee including collection fees and attorney's fees.
2. Lessor reserves the right to pursue all available civil and criminal remedies against lessee, including but not limited to: recovering possession of the equipment, obtaining from Lessee's form of payment any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any civil remedies available. These remedies are not exclusive.

13. Rental Protection Plan

Lessee, may elect, on certain items, to pay an additional sum to Lessor for a limitation of liability for damaged equipment. When purchased, the Rental Protection Plan limits Lessee's liability in case of damage on covered equipment.

1. Damaged equipment must be returned to Lessor at the expiration of the rental period.
2. On equipment covered by the optional Rental Protection Plan, Lessee's maximum liability of damage is the lesser of 10% of the replacement cost of the equipment or the actual cost of repair.
3. The Rental Protection Plan only limits liability for damage caused by the ordinary negligence of the Lessee and does not cover any of the following types of damage:
 - Water damage;
 - Intentional damage;
 - Damage arising from reckless or grossly negligent use of the equipment;
 - Damage caused by abnormal or abusive use of the equipment;
4. The Rental Protection Plan does not limit the liability of the Lessee in regards to:
 - Equipment not returned to Lessor due to theft, loss, or any other casualty;
 - Lost accessories.

14. Rental Plus Protection Plan

Lessee, may elect, on certain items, to pay an additional sum to Lessor for a further limitation of liability for unreturned equipment. When purchased, the Rental Plus Protection Plan limits Lessee's liability in the case of damage or loss on covered equipment.

1. On equipment covered by the optional Rental Plus Protection Plan, Lessee's maximum liability of damage is the lesser of 10% of the replacement cost of the equipment or the actual repair cost.
2. Liability for unreturned equipment is only limited when it is impossible for the Lessee to return the equipment to Lessor due to one of the following conditions.
 - Theft;
 - Fire;
 - Lightning;
 - Windstorm;
 - Earth Movement;
 - Flood, including dropped into a body of water;
 - Breakage;
 - Dropped from or fell off aircraft.

Lessee must provide any documentation required by Lessor to substantiate the circumstances causing the Lessee's inability to return the equipment to Lessor.

15. Missing Accessories

In the event of any missing accessories (caps, hoods, tripod collars, bags, etc.), Lessee is fully liable to Lessor for the replacement cost of the missing items.

16. Liability

Lessor does not assume, and the customer indemnifies Lessor against any liability claims resulting from use or malfunction of the equipment. Lessee assumes all liability that may arise from use or failure of the equipment.

17. Delayed Returns & Malfunctioning Equipment

In the case of a delayed return by another Lessee or malfunctioning Equipment, Lessor's only liability to Lessee is for the portion of Rent applicable to the time period that the Equipment was nonfunctioning or delayed in transit. Lessor shall not be responsible for any consequential or incidental damages resulting from malfunctions or delivery delays.

18. Taxes or Duties

The Lessee agrees to keep the Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, renter agrees to reimburse Lessor in full for those charges.

19. Ownership

The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment. Lessor does not have or make any claim to images, video, or sound recordings made by the Lessee while using the Equipment.

20. Severability and Governing Laws

This represents the entire agreement between Lessor and Lessee. If any portion of this agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable. The agreement shall be enforced according to the laws of the State of Tennessee. Lessor and Lessee agree that the United States District Court for the Eastern District of Tennessee, and/or Tennessee's 6th Judicial District shall have exclusive jurisdiction over any dispute between the parties of this Lease.