

PEORIA CAMERA SHOP RENTAL AGREEMENT

If you have any questions along the way, please feel free to contact one of our knowledgeable staff. You can contact Peoria Camera Shop at:

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4700 N. University St.
Peoria, IL 61614
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nate@peoriacamerashop.com

By submitting this Rental Account Agreement, you agree that any Rental Agreement made between yourself and Peoria Camera Shop will include the terms set forth herein.

DESCRIPTION OF EQUIPMENT: The Equipment subject to this Agreement shall be the specific item(s) of Equipment listed on the Rental Agreement executed at the time of delivery of such Equipment (the "Equipment"). Upon pickup of the Equipment by Customer at Peoria Camera Shop's place of business, or upon receipt by Customer after shipment of the Equipment by Peoria Camera Shop, it is Customer's responsibility to determine that the order is complete and to notify Peoria Camera Shop, prior to taking delivery, of any discrepancies.

TERMS OF RENTAL: Unless otherwise specified herein or in the Rental Agreement, 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 Peoria Camera Shop. Return of the Equipment to Peoria Camera Shop after 12:00 pm will be deemed an additional rental day. Where the Equipment has not been returned to and received by Peoria Camera Shop by the date specified in the Rental Agreement, rent shall continue to accrue on the Equipment on a day-to-day basis at the rate set forth in the Rental Agreement until such time as the Equipment has been returned to and received by Peoria Camera Shop. Regardless of the period of rental specified in the Rental Agreement, Peoria Camera Shop, by notice to the Customer, may cancel any Rental Agreement at any time during the term of rental if, in the sole discretion of Peoria Camera Shop, it is determined that the Customer is misusing equipment, the terms of this Agreement are not being met, or the Customer has breached this Agreement in any other manner. Payment for Rental Equipment can only be made via a credit card.

RESERVATIONS: Rental items may be reserved in advance of your rental date. A \$25 per item reservation fee is required to make a reservation. This fee will be applied to the rental rate at the time of rental. Reservations may be cancelled 72 hours prior to the date of rental and have your reservation fee refunded. Reservations cancelled 24-72 hours prior the rental date, the reservation fee is non-refundable. Any cancelled reservation less than 24 hours prior to the rental date will be assessed a 1-Day rental fee for reserved item. Reservations requests may be made by filling the form out online, by phone, or in-store. For questions or cancellations, please call 309.693.9191 or email rentals@peoriacamerashop.com

DELIVERY: The Customer, by signing this Rental Account Agreement, acknowledges that the Equipment will be deemed "delivered" when it leaves Peoria Camera Shop'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 Peoria Camera Shop. In the event Peoria Camera Shop agrees in writing to deliver the Equipment to a location away from Peoria Camera Shop's place of business, the Customer shall provide Peoria Camera Shop 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 Peoria Camera Shop to accomplish delivery in any manner that Peoria Camera Shop, in its sole discretion, deems appropriate, including use of a third party carrier selected by Peoria Camera Shop. 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 Peoria Camera Shop employees.

RETURN: Except as otherwise provided herein, the Equipment shall be deemed "returned" to Peoria Camera Shop when it has been returned to and received by Peoria Camera Shop at Peoria Camera Shop's place of business. 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 Peoria Camera Shop until such time as it has been repaired and the Customer has been released in writing by an authorized representative of Peoria Camera Shop from liability for any further rent, or Peoria Camera Shop 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 Peoria Camera Shop shall not be deemed to have been "returned" to Peoria Camera Shop until Peoria Camera Shop has received full replacement value from the Customer or the Customer's insurer or the Equipment has been released by the governmental agency or third party and is in the physical custody of authorized Peoria Camera Shop employees in an undamaged condition. Under no circumstances shall equipment be deemed to have been returned to Peoria Camera Shop until such time as each item has been unpacked from its shipping container, examined by Peoria Camera Shop's employees, individually bar code scanned into the Peoria Camera Shop computerized inventory system as returned and undamaged, and a receipt issued by Peoria Camera Shop.

RATES AND CHARGES: The rent payable for any item of Equipment shall be the rate set forth in the Rental Agreement. This rate is offered to Customer based upon Customer's credit information available to Peoria Camera Shop at the time of rental. This completed Rental Agreement must be signed and returned to Peoria Camera Shop prior to the first rental. If this information is incorrect or changes during the course of a rental, Peoria Camera Shop may revise the applicable rate by notifying the Customer via email. Rent is payable according to the terms contained on Peoria Camera Shop's Rental Agreement. If not paid when due, rent shall bear interest at the rate of one and one-half percent (1 1/2 %) per month from the date rental charges were incurred. Any discounts granted by Peoria Camera Shop may be revoked at any time after thirty (30) days. Peoria Camera Shop's published rates are subject to change prospectively at any time without notice. All rates are FOB Peoria Camera Shop, and Customer is responsible for all shipping and delivery charges. Peoria Camera Shop may assess an additional charge in accordance with its then current rate schedule for pickup and delivery, early pickup services during non-business hours, and technical support for the operation of Equipment. Canceled orders will be subject to Peoria Camera Shop's then current cancellation charge. 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.

LIMITED WARRANTY: Peoria Camera Shop 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 Peoria Camera Shop immediately. Peoria Camera Shop 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. Peoria Camera Shop 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, Peoria Camera Shop makes no warranty with respect to the Equipment. Peoria Camera Shop expressly disclaims any warranty, implied or otherwise, that the Equipment is suitable for Customer's intended use. Peoria Camera Shop shall not be liable for any consequential damages suffered by the Customer or any third party. Peoria Camera Shop's liability for any breach of the warranty granted hereunder shall be, in Peoria Camera Shop'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 Peoria Camera Shop for the actual cost to repair or replace any Equipment which during the period between delivery to the Customer and return to Peoria Camera Shop has been lost, stolen, or damaged from any cause whatsoever (other than from a malfunction to which Peoria Camera Shop's limited warranty applies or ordinary wear and tear). The Customer assumes any and all risks of loss once the Equipment leaves Peoria Camera Shop's place of business until such time as the Equipment is returned to Peoria Camera Shop in the manner provided herein, except at such times as the Equipment is in the exclusive control of authorized Peoria Camera Shop employees. The Customer shall also be liable to Peoria Camera Shop for any continued rental charges during a reasonable time required to repair or replace damaged Equipment. To the extent the Customer is responsible under this Rental Account Agreement for such damage or loss, the Customer shall be liable to Peoria Camera Shop 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 Peoria Camera Shop. The liability of Customer hereunder is primary and shall not be reduced in the event Peoria Camera Shop receives proceeds from its own insurance. Acceptance by Peoria Camera Shop of the return of any Equipment shall not be deemed a waiver by Peoria Camera Shop any claims which Peoria Camera Shop may have against the Customer under this paragraph, even though any damage for which the Customer is liable hereunder is discovered later.

RENTAL INSURANCE PROVIDED BY CUSTOMER: Insurance coverage is the responsibility of the renter and is strongly recommended due to the high replacement value of most of the equipment. As the renter, you assume full responsibility and are completely liable, for the condition of the rental equipment while it is in your possession. Insurance coverage is suggested for high value or high-risk equipment. Proof of insurance may be requested prior to the rental, and must include the following:

1. Be "all risk" and equal the total replacement value of all rented equipment.

2. Name Peoria Camera as the sole "loss payee".
3. Be the primary source of insurance coverage.
4. Be on file with Peoria Camera before the rental begins.

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 Peoria Camera Shop and shall not deface, remove, or cover any nameplate on the Equipment showing Peoria Camera Shop's ownership. All Equipment shall be operated in accordance with applicable Federal, State and local laws.

INDEMNIFICATION: The Customer hereby agrees to indemnify and hold Peoria Camera Shop 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 of the Equipment during the time between delivery of the Equipment to the Customer and its return to Peoria Camera Shop.

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 Peoria Camera Shop. The Customer hereby acknowledges Peoria Camera Shop'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). Peoria Camera Shop 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 Peoria Camera Shop as a defense against any such assignee.

RIGHT OF ENTRY AND INSPECTION: Peoria Camera Shop 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 Peoria Camera Shop access to the location of the Equipment. If a breach of any of the provisions of the Rental Agreement occurs, Peoria Camera Shop has the right to take possession of the Equipment without legal process, without liability to Customer, and without prejudice to Peoria Camera Shop'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 Illinois. Venue in any action involving the Equipment, this Rental Account Agreement, or any Rental Agreement, shall be in courts having sites in Peoria County, Illinois. The prevailing party in any proceeding shall be entitled to an award of reasonable attorneys' fees and litigation costs.

NOTICE: Any notice required or permitted to be sent under this Agreement shall be deemed given and received (i) when delivered to the business office of the addressee by messenger or express mail delivery; (ii) two (2) days after deposit in the U.S. Mail with first class postage prepaid to the address set forth on this Rental Account Agreement; (iii) when faxed (with fax confirmation) to the party at the fax number set forth in this Rental Account Agreement; or (iv) when emailed to an email address set forth in this Rental Account Agreement.

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

MISCELLANEOUS: This Rental Account Agreement, the Rental Agreement and any written amendments thereto, shall constitute the entire Agreement of Peoria Camera Shop 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 Peoria Camera Shop. 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 binding upon and inure 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 this Rental Account Agreement and any Rental Agreement is true and correct. By signing this Rental Account Agreement and accepting delivery of Equipment from Peoria Camera Shop, the Customer agrees to be bound by all of the Rental Terms and Conditions in effect from time to time, as set forth herein.

CREDIT CARD INFORMATION: Peoria Camera Shop reserves the right to pre-authorize the Customer's credit card for the replacement value of the lens within 24 hours of the start of the rental agreement. This pre-authorization is to prevent theft and will automatically be voided with 7 days of return of rental equipment to Peoria Camera Shop. Peoria Camera Shop reserves the right to run an authorization on the Customer's credit card for the total amount of the rental at the time the Rental Agreement is executed, or at any time thereafter. The Customer hereby authorizes Peoria Camera Shop to charge the credit card listed below for all invoice amounts, without subsequent prior written or verbal notification to the cardholder. It is the Customer's responsibility to contact Peoria Camera Shop's accounting department of any changes in the Customer's credit card account, in order to arrange for an alternative card to be used.

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 foregone, legal advice, as its interests have dictated.

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

<u>EQUIPMENT DESCRIPTION:</u>	<u>SERIAL NUMBER:</u>	<u>RENTAL RATE:</u>	<u>DUE DATE:</u>	<u>REPLACEMENT RATE:</u>

BUSINESS / CUSTOMER NAME:

BUSINESS / CUSTOMER ADDRESS:

(Address) _____

(City, State, ZIP Code) _____

(Office Telephone Number) _____

(Cellular Phone Number) _____

(Email Address) _____

NAME ON BUSINESS / CUSTOMER CREDIT CARD:

Print: _____

Sign: _____

BUSINESS / CUSTOMER CREDIT CARD INFORMATION:

(Card Number) _____

Expiration: _____ Security Code: _____

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: _____

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.