

VIDEOFAX Rental Agreement

1. Upon taking possession of the equipment, Rentee acknowledges that s/he has received the equipment as itemized and in good working condition. All equipment shall be available for inspection prior to pick-up. If Rentee fails to inspect or test equipment, s/he waives the right to claim s/he did not receive the equipment in good working order. Rentee agrees to return equipment in the same condition in which it was received.
2. Rentee agrees to notify Videofax immediately should any malfunctions, damage or loss occur in the field.
3. Rentee agrees to have no repairs performed on any equipment without Videofax's consent.
4. Videofax makes no warranties, express or implied, as to the condition, merchantability, or fitness for a particular purpose of the equipment. Rentee agrees to and hereby indemnifies Videofax harmless of and from any and all losses, damages, claims, demand of liability of any kind or nature whatsoever, including legal expenses, arising from the use, possession, condition or operation of the equipment rented, and by whosoever used or operated said equipment. This indemnification shall continue in full force and effect after the term of this rental agreement for causes arising during the term of this agreement.
5. All Rentees are requested to supply a certificate of insurance to Videofax , verifying sufficient replacement cost coverage for the equipment to be rented before the rental date.
6. Whether or not Rentee is able to supply a certificate of insurance to Videofax verifying sufficient replacement cost coverage for the equipment, Rentee assumes all responsibility for equipment while out of Videofax's possession and will be liable for any loss, theft, damage or destruction of the equipment. Rentee agrees to pay for all costs of repair or replacement at current replacement cost without deduction for depreciation or wear, including the cost of fully insured shipping as well as any loss of rental income (or costs incurred due to prior bookings) of any equipment not returned to Videofax in good working order in the time frame agreed to. Videofax will supply equipment values on request.
7. Equipment leaving the United States must be insured by Rentee and registered with U. S. Customs prior to departure. Videofax will provide all pertinent information required by U. S. Customs at Rentee's timely request.
8. Unless Rentee has an account with Videofax, payment is due when the equipment leaves Videofax or, if prearranged, at it's arrival on location. Payment will include California sales tax if applicable unless the Rentee has a statement of intent to resell and a valid California seller's permit on file with Videofax.
9. For Rentees with prearranged credit terms, payment in full will be due within terms or 1.5% per month will be applied to the outstanding balance. Should Videofax incur any expenses in collecting any amount due, including but not limited to attorney's and collector's fees, Rentee shall reimburse Videofax for all costs to the fullest extent permitted by law.
10. Rentee agrees to compensate Videofax for cancellation of rental agreement as follows:
Less than 24 hours notice: 100% of rate.
24 - 48 hours notice: 50% of rate.

I have read and understood this rental agreement

signature

date

title

print name

company