



Glam Shots Photo 360 LLC

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<https://glamshot360photo.com/>



Equipment Rental Agreement

Order Form

Client Information:

Name: First Client First Name First Client Last Name

Address: First Client Address

Email: First Client Email

Phone: First Client Phone Number

Term:

Rental Start Date: Project Date

Rental End Date: Project End Date

Equipment Description:

Equipment: *[Insert description of equipment]*

Quantity: *[Insert quantity of equipment]*

Payment:

Rent: Total Price

Deposit: First Payment Amount

Payment Terms: *[Insert a description of when rent and deposit will be owed, including descriptions of any late fees for delinquent payments.]*

Early Termination Policy: *[If applicable, insert language about how Provider handles any type of early returns of rented equipment. We recommend specifying language around the timing of notifying the other party, whether a Provider cancels or the Client cancels, or other specific details which can circumvent potential arguments down the road.]*

Additional Terms:

- Client *[will / will not]* conduct an inspection of the Equipment.
- Client *[will / will not]* provide a checklist of any present damages or needed repairs upon possession of Equipment.
- Provider *[will / will not]* deliver Equipment to Client on the Rental Start Date.
- Client *[will / will not]* return Equipment to Provider on the Rental End Date.
- *[Insert any additional terms or details such as Client Obligations. If none, leave blank.]*

This order form (“**Order Form**”) and the Rental Terms and Conditions attached hereto (collectively, the “**Agreement**”) is entered into by and between the client specified in the Order Form (“**Client**”) and Glam Shots Photo 360 LLC (“**Provider**”). Any capitalized terms used but not defined in this Order Form have the meaning set forth in the Rental Terms and Conditions.

Accepted and agreed by their duly authorized representatives of the parties as of the Effective Date.

Rental Terms and Conditions

These Rental Terms and Conditions (these “**Terms**”) set forth the terms governing Provider’s rental of the equipment described on the Order Form (“**Equipment**”) to Client and are hereby incorporated into the Agreement.

- 1. RENTAL AND COMPENSATION.** Provider will lease the Equipment to Client on the terms and conditions specified in these Terms. Client will pay Provider the fees in the amount and frequency specified in the Order Form. If the Order Form does not specify when fees would be due, then Client will pay the amounts due upon the date of the last signature (the “**Effective Date**”). All fees paid under this Agreement are non-refundable, unless otherwise expressly specified in these Terms or the Order Form. If Client’s payment is declined due to insufficient funds, Client may be subject to an additional fee by Provider.

2. **CLIENT OBLIGATIONS.** Additionally, Client will provide necessary support and cooperation for the rental of the Equipment ("**Client Obligations**"), including the obligations set forth below or contained in the Order Form. If Client is unable to perform any of the Client Obligations, Client will promptly notify Provider.

1. **Delivery of Equipment.** Unless otherwise set forth in an Order Form, Client will be responsible for picking up Equipment from the location designated by Provider, at Client's own risk.
2. **Early Termination.** If not set forth in the Order Form, any early termination of the Equipment rental will be subject to Provider's early termination policy.
3. **Use of Equipment.** Client will use the Equipment in a careful manner and in compliance with applicable law and the Equipment manufacturer's requirements and recommendations. Client will only use the Equipment for the purpose it was designed and for no other purpose. Unless Client receives prior consent from Provider, Client will not alter, modify or attach anything to the Equipment, unless such alternation, modification or attachment can be removed easily and without damaging the Equipment's functional capabilities or economic value.
4. **Repair and Maintenance of Equipment.** Client will, at Client's own expense, keep the Equipment in good repair, appearance and condition, subject to normal and reasonable wear and tear. Client will be responsible for supplying all parts that are necessary to keep the Equipment in such state. If the Equipment is not in good repair, appearance and condition when it is returned to Provider, then Provider may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, subject to normal and reasonable wear and tear. Provider will make any repairs within a reasonable time after taking possession of the Equipment and will give Client written notice of and invoices for the said repairs. Provider will deduct the repairs from the security deposit first, if applicable. If amounts owed exceed the security deposit, Client will promptly pay the remaining amount.

3. **TERM; TERMINATION**

1. **Term.** This Agreement commences and expires on the dates specified in the Order Form (the "**Term**").
2. **Termination.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the breaching party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
3. **Effects of Termination.** Upon the effective date of termination of this Agreement for any reason, all rights and duties of the parties toward each other will expire, except: (i) Client will pay Provider all amounts owed but not paid for the rental Equipment rendered through the effective date of expiration or termination; (ii) unless otherwise set forth on the Order Form, Client will return the Equipment to the location designated by Provider; and (iii) Sections titled "Repair and Maintenance of Equipment," "Ownership of Equipment," "Indemnification," and "Limitation of Liability" will survive. If Client fails to return the Equipment to Provider upon the expiration or termination of this Agreement, Client will be liable to Provider for (i) any unpaid amounts owed; (ii) the market value of the Equipment at the end of the Term; and (iii) an additional 10% of the market value of the Equipment at the end of the term.

4. **LIMITED WARRANTY; DISCLAIMER.** PROVIDER WARRANTS THAT (I) PROVIDER HAS THE RIGHT TO LEASE THE EQUIPMENT ACCORDING WITH THESE TERMS; AND (II) THE EQUIPMENT IS IN GOOD WORKING ORDER AND GOOD CONDITION UPON DELIVERY. PROVIDER (A) MAKES NO WARRANTIES EXCEPT FOR AS SET OUT ABOVE; AND (B) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE. PROVIDER'S SOLE AND EXCLUSIVE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY SET OUT IN THIS SECTION WILL BE REPLACEMENT OF THE EQUIPMENT BY PROVIDER. CLIENT MUST ALLEGE A BREACH OF SUCH WARRANTY WITHIN THIRTY (30) DAYS OF PERFORMANCE TO RECEIVE SUCH REPLACEMENT.
5. **OWNERSHIP OF EQUIPMENT.** The Equipment is the property of Provider and will remain the property of Provider. Client will not encumber the Equipment as a security interest in any manner and keep the Equipment free and clear from any and all attachments, levees, encumbrances, and liens.
6. **INDEMNIFICATION.** Client will indemnify, defend and hold harmless Provider and its officers, directors, employees and agents from and against all taxes, losses, damages, liabilities, costs and expenses (including attorneys' fees and other legal expenses) from any actual or threatened third-party claim in connection with or arising directly or indirectly from (i) bodily injury, death of any person, or damage to real or tangible personal property resulting from Client's failure to perform Client Obligations or from the willful, fraudulent, negligent, or other acts or omissions of Client; and (ii) Provider's rental of Equipment or Client's use of the Equipment under this Agreement, except to the extent that such claim is based on Provider's breach of this Agreement, negligence or misconduct.
7. **LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S OBLIGATIONS UNDER THE SECTION TITLED "INDEMNIFICATION,": (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) NEITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT WILL EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO PROVIDER UNDER THIS AGREEMENT.

8. GENERAL

1. **Independent Contractor Relationship.** The relationship between the parties is that of independent contractors. Neither party will have authority to contract for or bind the other party in any manner whatsoever.
2. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the parties. In the event of any conflict between the Order Form and these Terms, the Order Form will control.
3. **Assignment and Subcontracting.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this Agreement, without the prior written consent of the other party; not to be unreasonably withheld. Any such attempted assignment, delegation or transfer in violation of this Section will be null and void. There are no intended third-party beneficiaries to this Agreement. Provider may subcontract any of its obligations under this Agreement; provided that Provider will remain liable for its obligations and all acts or omissions of its subcontractors.
4. **Force Majeure.** Except for the payment of fees, neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
5. **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the state or province (as applicable) of the principal place of business of Provider without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts or other applicable courts located within the state or province (as applicable) of the principal place of business of Provider.
6. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
7. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the parties. Waiver by either party of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.
8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email if sent during normal business hours, and on the next business day if sent after normal business hours; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective party at the addresses indicated on the Order Form (or at such other address for a party as will be specified in a notice given in accordance with this Section).

* Signature required

* Signature required