



**HAWAII CAMERA**

## Rental Agreement

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THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is by and between Hawaii Camera, ("Lessor") and You

Your Full Name \_\_\_\_\_

Company (f applicable) \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Lease, Payment, and Term. Hawaii Camera shall lease the equipment ("Equipment") to Customer per invoices generated for Customer's account. Payment is due in full, in advance. The Lease Term starts when Customer receives equipment; it expires on the Return Date listed on each invoice.

Order Acceptance and Cancellation Policy. Hawaii Camera reserves the right to accept/decline orders any time before delivery of Equipment to Customer, even where Customer's credit card has been charged. Order confirmation and credit card charges do not guarantee Hawaii Camera's offer to sell/rent equipment. Credit card charges may be refunded before delivery of Equipment.

No Warranties on Equipment or Web Content. Hawaii Camera Equipment and information on Hawaii Camera and Hawaii Camera-affiliate websites ("Web Content") are provided "AS IS." Hawaii Camera MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND ABOUT EQUIPMENT FUNCTIONALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ACCURACY OF WEB CONTENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

Customer's Use of the Equipment. Customer shall use the Equipment in a careful, proper, and ordinary manner, and shall comply with all local, state, and federal laws and regulations.

No Tampering. Customer shall not in any way alter or repair the Equipment. Customer will notify Hawaii Camera of any problem with the Equipment so that Hawaii Camera may inspect and make repairs to keep the Equipment in good mechanical working order.

Return of Equipment. Customer shall return the Equipment to Hawaii Camera on the Return Date in good repair, condition, and working order, delivered at Customer's cost and expense via Hawaii Camera's chosen shipping method. Customer is responsible for proper packaging and for any damages to the equipment in the course of shipping. HAWAII CAMERA WILL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS TO NON-HAWAII CAMERA EQUIPMENT ACCIDENTALLY RETURNED TO HAWAII CAMERA.

Right to Inspect. Customer's return receipt does not indicate the satisfactory condition of returned equipment. Hawaii Camera reserves the right to accept returned equipment and to subsequently inspect the Equipment's condition within a reasonable amount of time. Hawaii Camera's determination as to the condition of the Equipment and assessment of charges shall be binding on Customer.

Fees for Late Returns and Lost or Damaged Equipment. A Late Return Fee of double (2x) the daily rental price for the Equipment shall be charged per day for unreturned Equipment after the Return Date. Customer shall be charged the full value or replacement cost of unreturned Equipment fourteen (14) days after the Return Date, in addition to daily Late Return Fees that shall continue to accrue until Hawaii Camera actually receives full payment to replace the equipment. Interest on overdue accounts shall accrue at the lesser of 1.5% per month or the maximum amount allowed by law.

CUSTOMER ASSUMES ALL RISK OF DAMAGE OR LOSS OF EQUIPMENT FOR ANY AND EVERY CAUSE WHATSOEVER OTHER THAN "ORDINARY WEAR AND TEAR" WHILE THE EQUIPMENT IS IN CUSTOMER'S CARE.



Ordinary Wear and Tear, repair method, and cost of repair shall be determined by Hawaii Camera or its designee within reasonable, common and ordinary industry knowledge, and Customer agrees that the report of Hawaii Camera or its designee shall be conclusive proof of the cause and cost of the damage to the Equipment.

CUSTOMER WILL BE CHARGED THE FULL COST OF REPAIR OR REPLACEMENT, AND RECOVERY SHALL OCCUR BY ANY LEGAL METHOD INCLUDING, BUT NOT LIMITED TO, CHARGING CUSTOMER'S CREDIT CARD, CLAIMS ON CUSTOMER'S INSURANCE POLICIES, DEPOSITING CHECKS ON FILE, OR LIQUIDATING COLLATERAL.

Refunds. Customer may receive a refund when canceling more than 72 hours prior to the Reservation Date, otherwise, Customer is charged for the entire rental rate for the Equipment. If Customer pays to replace lost Equipment and later returns the Equipment undamaged within fourteen (14) days of the Return Date, Hawaii Camera will refund the amount paid, less a late fee of double (2x) the rental price for the Equipment per day. After fourteen (14) days, sale of Equipment is final.

No Encumbrances. Customer shall have no right, title or interest in the Equipment except to use the Equipment for its ordinary purpose for the Lease Term. Customer shall keep Equipment free and clear of all levies, liens and encumbrances. Customer, or Hawaii Camera at Customer's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any local, state or federal government or agency, upon the Equipment or the purchase, use, operation or leasing of the Equipment, whether or not the same shall be assessed against or in the name of Hawaii Camera or Customer. Customer shall reimburse Hawaii Camera for any damages or expenses resulting from such failure to pay or discharge.

Default and Remedies. Customer shall be liable for full performance of Customer's obligations and shall adhere to all provisions in this Lease. If Customer breaches any provision of this Lease, Hawaii Camera shall have the right to exercise any of the following cumulative remedies concurrently or separately:

- A. To declare charges immediately due and payable without notice or demand to Customer.
- B. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- C. To terminate this Lease.
- D. To pursue any other remedy at law or in equity.

Limitation of Liability. HAWAII CAMERA SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES FOR DAMAGES OF ANY KIND ARISING FROM THE USE OR PERFORMANCE OF EQUIPMENT, INJURY OR DAMAGES SUSTAINED ON HAWAII CAMERA STORE PREMISES, OR RELIANCE ON WEB CONTENT.

Customer's Assumption of Risk, Agreement to Hold Harmless, and Indemnification. Customer assumes all risks associated with entering into this agreement, rental, purchase, or use of the Equipment, and agrees to hold harmless and its agents, officers, or employees (collectively "Hawaii Camera Group") in any cause of action relating to the rental or sale of the Equipment. Customer further agrees to indemnify and hold harmless Hawaii Camera Group against all loss, injury, damage, expense and penalty to persons or property in any action, claim, or matter in question arising from, related to, or connected with the operation, handling, or transportation of the leased Equipment.

Customer's Waiver of Right to File Lawsuit, Agreement to Arbitrate, and Choice of Law. CUSTOMER AGREES TO WAIVE ANY AND ALL RIGHTS TO PURSUE A CONTROVERSY, CLAIM, OR MATTER IN QUESTION AGAINST HAWAII CAMERA IN A COURT OF LAW. CUSTOMER AGREES TO ARBITRATE ANY CONTROVERSY, CLAIM, DISPUTE, OR MATTER IN QUESTION, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, PURSUANT TO THE RULES PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND IN EFFECT ON THE DATE OF THIS AGREEMENT.



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Arbitration, judgment upon the award rendered by the arbitrator, and any other proceedings shall be held in Honolulu, Hawaii before a single arbitrator selected in accordance with AAA rules and procedures. This Lease shall be construed and enforced according to laws of the State of Hawaii.

No Assignments or Transfers. Neither this Lease nor any interest herein shall be assignable by you or transferable by operation of law, including bankruptcy proceedings, except with the consent and election of Hawaii Camera.

Additional Documents. Customer shall execute and deliver on Hawaii Camera's demand, such documents as Hawaii Camera requests for purposes of recording or filing to protect the interest of Hawaii Camera in the Equipment including, but not limited to a UCC financing statement.

Headings. Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent. Severability. If any portion of this section is held to be unenforceable, then all portions of this Lease will be enforced, and Hawaii Camera liability will be limited to the fullest possible extent permitted by applicable law.

Entire Agreement. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES and it shall not be amended, altered or changed except by a subsequent writing signed by both parties. These Terms and Conditions shall supersede any other terms and/or conditions arranged or communicated. Hawaii Camera reserves the right to make changes to these Terms and Conditions at any time.

By:

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date