## BLESSED BEE PHOTOGRAPHY PROP RENTAL AGREEMENT

## RENTAL TERMS AND CONDITIONS

- 1. The RENTER shall keep and maintain the rented items during the term of the rental at his/her own cost and expense. He/She shall keep the rented prop/s in a good state of repair and return all props in the condition in which they were received. All prop rentals are for an agreed specific period of time.
- 2. Renter agrees to accept props on an "as is" basis with the understanding that the used props may have imperfections due to their vintage nature.
- 3. The RENTER shall pay the OWNER full compensation for replacement and/or repair of any items that are not returned because it is lost or stolen or any rented item that is damaged and in need of repair to put it into the same condition it was in at the time of rental. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement. A replacement fee equivalent to the cost and construction of the prop will be charged for destroyed or damaged props.
- 4. Upon demand, The RENTER shall inform the OWNER of the exact location of the rented prop/s while it is in the RENTERS's possession.
- 5. Delivery is available of orders of \$100 or more with an additional delivery fee of \$25 within 25 miles of the rental location [415 East Main St Rd, Cary, IL]. No deliveries will be made outside the 25 mile radius. Shipment of prop/s is not available at this time.
- 6. The rented prop/s shall be either picked up by RENTER or delivered to RENTER and returned to OWNER at the RENTER's risk, cost and expense. If OWNER charges a periodic rental rate, rental charges are billed to the RENTER for each period or portions of the period from the time the rented prop/s is delivered to RENTER until its return. If OWNER charges a term rental rate, rental charges are billed to the RENTER for the full term even if the rented prop/s is returned before the end of the term. Failure to return the order by 9:30 P.M. on specified return date will result in the loss of security deposit, there will be an additional charge of 25% of total fee for each additional DAY overdue. Payment is due prior to delivery or pick up date.
- 7. Extending the lease of an item is possible if the item is NOT reserved for another client and the OWNER agrees to allow the lease extension. OWNER has the right to refuse a lease extension for any reason.

- 8. A security deposit (equal to the value of the prop/s), written as a separate check or electronic payment must be returned with this signed contract before the order is reserved. Security deposit will be returned within 2-3 business days of prop return assuming the item is in the condition in which it was received.
- 9. No allowance will be made for any rented props or portion thereof that is claimed not to have been used. Acceptance of returned rented props by OWNER does not constitute a waiver of any of the rights OWNER has under this rental agreement.
- 10. The RENTER shall allow OWNER to enter RENTER's premises where the rented props are stored or used at all reasonable times to locate and inspect the state and condition of the rented props. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented props are stored or used at any time and recover the said rented props.
- 11. The RENTER shall not pledge or encumber the rented prop/s in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
- 12. The OWNER makes no warranty of any kind regarding the rented prop/s.
- 13. Failure to cancel a reservation two days prior to pick-up date will result in loss of security deposit.
- 14. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
- 15. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protecting its rights under this rental agreement and for any action taken OWNER to collect any amounts due the OWNER under this rental agreement.
- 17. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER. Renter or buyer accepts these conditions for all future rentals or purchases.

Renter:	Date:
Owner:	Date: