



Horn Photo Rental Agreement

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THIS EQUIPMENT LEASE AGREEMENT ("Lease") is made and effective by clicking on the "I have read and agreed to the Terms of Service" checkbox, by and between Horn Photo, Inc., ("Lessor") and current user ("Lessee"). By clicking on the "I have read and agreed to the Terms of Service" checkbox, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. Lessor may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By clicking on the "I have read and agreed to the Terms of Service" checkbox, Lessee indicates acceptance of the modified Terms and Conditions. NOW, THEREFORE,

1. **Disclaimer** — Every effort is made to assure descriptions and prices are correct. Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.
2. **Lease** — Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment ("Equipment"): shown above in the "Create Booking" area during checkout.
3. **Term** — The term of this lease shall commence at the latter of the first day of the rental period shown on order receipt. The term of this lease shall expire on the expiration of the term of days shown on the order receipt. The Equipment must be returned to the Lessor by the end of business on the last day of the term of the lease.
4. **Rent and Deposit** — The rent for the Equipment shall be paid in advance in full. A security deposit in an amount of the Horn Photo, Inc.'s discretion will be required. Refunds will not be issued if Equipment is returned early. Should Lessee not return the equipment on the date specified on the order, Horn Photo, Inc. reserves the right to charge Lessee for all rental and late fees.
5. **Late Returns** — Late returns are penalized a maximum daily penalty equivalent to 50% of the daily rental rate for the Equipment. Any penalties will be charged to the Lessee's form of payment on file with Lessor.
 - A. In the event the rental is not returned 7 days after the due date and Lessor has been unable to collect the applicable penalties, the equipment will be considered stolen and the Lessee's form of payment will be charged the full replacement value of the Equipment.
 - B. If Lessor is unable to collect penalties or the replacement value of the equipment after 7 days, the Lessee shall be considered to be in Default.
 - C. Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.
6. **Use** — Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinance, and regulations in any way relating to the use or possession of the Equipment.
7. **Cancellation by Lessor** — Lessor reserves the right to cancel any order, for any reason, at any time before delivery occurs.
8. **Cancellation by Lessee** — Lessee may cancel an order at any time, for any reason until the Lessor transfers possession of the Equipment to the Shipper.
9. **Ownership** — The Equipment remains at all times the sole and exclusive property of Lessor. The Lessee has no rights or claims to the Equipment. Lessor makes no claims to images, video, or sound recordings made by the Lessee while using the Equipment.
10. **Damaged or Modified Equipment** — Lessee shall keep the Equipment in good repair and condition.
 - A. Lessee shall not materially modify or alter the Equipment.

