



EQUIPMENT RENTAL AGREEMENT

Owner: Pass The Cam LLC | Rhode Island **Renter:** [Customer Name] **Event Date:** [Date]

1. RENTAL TERMS & EQUIPMENT

Pass The Cam LLC ("Owner") agrees to rent to the undersigned ("Renter") the equipment package corresponding to the selected tier (The Party / The Soiree / The Gala). This includes 4K camcorders, instant film cameras, batteries, and accessories as detailed in the booking invoice.

2. DURATION OF RENTAL

- **Pick-up/Delivery:** Equipment will be provided to the Renter on [Date].
- **Return/Shipment:** Equipment must be returned to the Owner or postmarked for return shipment no later than the Monday following the event date.
- **Late Returns:** A fee of \$100.00 per 24-hour period will be applied to the card on file for any equipment not returned by the agreed deadline.

3. FINANCIAL OBLIGATIONS

- **Retainer:** A 50% non-refundable retainer is required to secure the reservation.
- **Final Payment:** The remaining balance is due 14 days prior to the event.
- **Damage Waiver:** A mandatory \$50.00 non-refundable Damage Waiver is added on to the rental price. This covers minor cosmetic wear and tear.
- **Cancellation Policy:** The 50% retainer is non-refundable under all circumstances. If the Renter cancels within 14 days of the event date, the full remaining balance is also forfeited. Cancellations made more than 14 days prior to the event will not be charged the remaining balance. Cancellations must be submitted in writing.

4. LOSS, THEFT, & SEVERE DAMAGE

The Renter assumes full responsibility for the equipment during the rental period.

- **Replacement Cost:** In the event of theft, loss, or catastrophic damage (including but not limited to water damage, cracked sensors, or total impact failure), the Renter agrees to pay the full MSRP of the equipment, valued at \$1,100.00 per 4K unit, \$200 for the Instax 400, \$400 for the Instax Evo, \$150 for the SD card, \$75 for extra batteries.
- **Authorization:** Renter authorizes Pass The Cam LLC to charge the credit card on file for any replacement costs or late fees incurred. The credit card on file is the card used at the time of booking or as otherwise provided in writing by the Renter.
- **Equipment Condition at Pickup:** By accepting the equipment, Renter acknowledges that all items have been received in good working condition. Any pre-existing damage must be reported to Owner in writing within 2 hours of pickup or delivery.

5. CONTENT RELEASE & PRIVACY

- **Usage Rights:** Renter grants Pass The Cam LLC a perpetual, non-exclusive license to use footage captured on the equipment for marketing and promotional purposes.
- **Privacy Shield:** If the "Privacy Shield" add-on was purchased (\$100), PTC Owner(s) agree to keep all footage confidential and will not use it for marketing purposes.



- **Content Standards:** Owner will never use footage that is deemed indecent, illegal, or highly sensitive.

6. DATA DELIVERY

- **Delivery:** Raw footage will be delivered via digital link within 48 hours of the equipment's return.
- **Retention:** Files will be hosted for 30 days. Renter is responsible for downloading and backing up all files. Owner is not liable for data lost after the 30-day retention period.

7. LIMITATION OF LIABILITY

Pass The Cam LLC maintains its equipment to professional standards. Owner is not responsible for missed moments due to guest operation errors or unforeseen technical malfunctions. In such cases, Owner's maximum liability is limited to a refund of the rental fee paid. Owner is not liable for any indirect, incidental, or consequential damages of any kind.

8. FORCE MAJEURE

Neither party shall be held liable for failure to perform their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to natural disasters, severe weather, government-mandated restrictions, public health emergencies, or other events of force majeure. In such cases, the parties agree to work in good faith to reschedule or reach an equitable resolution. The non-refundable retainer remains non-refundable unless the Owner is unable to fulfill the rental.

9. RENTER ELIGIBILITY

Renter represents and warrants that they are at least 18 years of age and have full legal authority to enter into this Agreement. Renter further represents that the credit card provided is valid and authorized for use.

10. GOVERNING LAW

This agreement is governed by the laws of the State of Rhode Island.

11. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Renter Signature: _____ **Date:** _____

Owner Signature: _____ **Date:** _____