



Equipment Rental Contract

1. **Names.** All Pro Media, the Owner (APM), and _____, Renter, agree to the following rental.
2. **Equipment Being Rented.** APM agrees to rent to Renter, and Renter agrees to rent from APM, the equipment listed on the signed and attached Rented Equipment List number _____ (the Equipment).
3. **Duration of Rental Period.** The rental will begin at _____ on _____ and will end at _____ on _____.
4. **Rental Amount.** The rental amount is \$_____ per [*Choose one: day/weekend/week*].
5. **Payment.** Renter has paid \$_____ to Owner to cover the rental period specified in paragraph 3.
 Security Deposit. In addition to the rent, Renter has deposited \$_____ with Owner. This deposit will be applied toward any additional rent and any amounts owed for damage to or loss of the Equipment, which Owner and renter agree has the current value stated in paragraph 8. Owner will return to Renter any unused portion of the deposit.
6. **Equipment Pick-up and Return.** The equipment may be picked up after 3pm on the day prior to the rental start date, and must be returned by 10am on the day after the last chargeable day. For example, a job working Tuesday and Wednesday could be picked up at 2pm Monday and returned by 10am Thursday for the 2 day rate. Weekends are charged as 1.5 days.

Rental equipment must be picked up and returned to an individual under the employment of All Pro Media at 422 S. Spring Street. APM hours of operation are Monday through Friday, 8:30 am to 5:00 pm.

7. **Late Return.** If Renter returns the Equipment to Owner after the time and date the rental period ends, Renter will pay Owner a rental charge of \$_____ per day for each day or partial day beyond the end of the rental period until the Equipment is returned. Owner can subtract these rental charges from the security deposit.

8. **Damage or Loss.** Renter acknowledges receiving the Equipment in good condition, except as follows:
_____.

The Renter is responsible for paying APM the Full Value of the rented equipment if, while in the charge of the Renter, the equipment is lost, stolen, broken-beyond-repair, or otherwise deemed as requiring replacement, at the sole discretion of APM.

The Renter is responsible for covering the cost of repair for any equipment they rent that is damaged during the course of their rental, this cost is determined at the sole discretion of APM, and may include shipping charges and other costs.

9. Insurance Requirements. The Renter is solely responsible for the cost of equipment and repair of lost, stolen, damaged, or otherwise affected rented equipment for the duration of the rental period.

One of the following must be provided as insurance:

- i. A policy rider from the Renter's insurance company showing that you are covered for damage or loss equal in dollar value to the rental equipment. The policy should indicate "All Pro Media, Inc." as payee.
- ii. A credit card with an available credit line equal to the value of the rental equipment.
- iii. Cash or certified check in the value of the rental equipment to be held by us until the return of the rental equipment.

10. Value of Equipment. The Full Value of the rented equipment is determined by the Manufacturers Suggested Retail Price (MSRP) of equal or comparable equipment at the time the equipment is deemed by APM as necessary to be replaced.

11. Use of Equipment. Renter acknowledges that use of the Equipment creates some risk of personal injury to Renter and third parties, as well as a risk of damage to property, and Renter expressly assumes that risk. Renter therefore agrees to use the Equipment safely and only in the manner for which it is intended to be used. APM is not responsible for any personal injury or property damage resulting from Renter's misuse, unsafe use, or reckless use of the Equipment. Renter will indemnify and defend APM from and against any injury or damage claims arising out of Renter's misuse, unsafe use, or reckless use of the Equipment.

12. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

13. Successors and Assignees. This agreement binds and benefits the heirs, successors, and assignees of the parties.

14. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

15. Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of North Carolina.

16. Counterparts. This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

17. Modification. This agreement may be modified only by a written agreement signed by all the parties.

18. Waiver. If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

19. Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

OWNER

All Pro Media

Signature: _____

Dated: _____

Printed Name: _____

Address:

422 S. Spring Street

Burlington, NC 27215

RENTER

Business: _____

Signature: _____

Dated: _____

Printed Name: _____

Address: _____
