



# GUERRILLA GEAR

## RENTAL AGREEMENT | 2024

www.guerrillagear.co | contact@guerrillagear.co

Production / Company: \_\_\_\_\_

Authorized Renter (Lessee): \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Pickup Date: \_\_\_\_\_ Drop-Off Date: \_\_\_\_\_

### ITEMS RENTED IN AGREEMENT AS STATED ON INVOICE

THIS EQUIPMENT LEASE AGREEMENT (“Lease”) is made and effective by signing this agreement, by and between GUERRILLA GEAR, and its rental partner’s / sub-owner’s (“Lessor”) and current user, \_\_\_\_\_ (“Lessee”). By signing this agreement, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein. By signing this agreement, Lessee indicates acceptance of these 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, so long as Lessee is provided written notice of such prices. All prices and availability are subject to change with written notice to Lessee.

#### 2. Lease

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (“Equipment”): shown in the invoice.

#### 3. Shipping

Lessee agrees to pay both outgoing and return shipping charges at the time of the initial transaction, unless parties otherwise agree.

1. The Lessor cannot guarantee a specific time or date for delivery for any shipping which is not done by Lessor. Any shipping time given by Lessor for a company not associated with Lessor is only an estimate.
2. Use, by Lessee, of shipping methods other than those arranged for by Lessor is a violation of these terms, and may result in the application of late fees.

#### 4. Term

The term of this lease shall commence on pick-up day and end drop off day, the specific time and Date for which will be listed on the Invoice if all Equipment is returned on time and Equipment is in good working condition. If Equipment is not returned on time or items are damaged and in need of repair due to Lessee, the rental extends (including late fees per day) until Equipment has been returned or insurance claim is completed if damage or theft

occur during the rental period. Pickups are **2:00 PM - 6:00 PM** on pickup days unless otherwise agreed upon or rental prep in-studio. Rentals are due back by no later than **11:59 AM** unless otherwise agreed upon.

## **5. Rental Fee**

Rental Fee and a deposit, if applicable, must be paid in advance, in full before equipment pickup or shipping.

## **6. Late Returns**

Late returns are penalized a maximum daily penalty equivalent to 100% of the rental day rate for the Equipment. Any penalties will be charged to the Lessee's form of payment on file with the Lessor.

1. In the event the Equipment is not returned 1 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 actual and verifiable replacement value of the Equipment unless Lessee decides to extend the rental.
2. If the Lessor is unable to collect penalties or the actual and verifiable replacement value of the Equipment after 7 days, the Lessee shall be considered to be in Default.
3. Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.

## **7. Milage and Refueling Fee for Grip Truck**

A mileage fee will be charged to the Lessee upon return of the Truck. Miles will be calculated from the time of Pickup to Drop-Off.

Refueling fee will be charged if the truck is not returned with the exact level of Fuel as of the time of Pickup.

## **8. Use**

Lessee shall use the Equipment in a careful and proper manner, with good intent judgment 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.

## **9. Cancellation by Lessor**

Lessor reserves the right to cancel any order, for cause, at any time before delivery occurs.

## **10. Cancellation by Lessee**

Lessee may cancel an order up to 48 Hours in advance. If cancellation is within the 48 Hours period of the scheduled rental pick-up day, Lessor may impose a 50% cancellation fee of the total rental value. If cancellation is within the 24 hour period of the scheduled rental pick-up day, Lessor may impose up to 100% of the cancellation fee of the total rental value.

## **11. Ownership**

The Equipment remains at all times the sole and exclusive property of Lessor and/or sub-owner's. 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. As between Lessor and Lessee, all rights of every kind in and to any materials created by Lessee in connection with its use of the Equipment or resulting therefrom, including, but not limited to, sound or photographic recordings (the "Recordings") shall be and remain the sole and exclusive property of Lessee and its successors and assigns. Such rights shall include, without limitation, the perpetual and irrevocable right to use and re-use said Recordings in connection with any audio-visual productions as Lessee may elect, including the Production, and in connection with advertising, publicizing, exhibiting, merchandising, distributing and exploiting such audio-visual productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. In the event of any claim by Lessor against Lessee, whether or not material, Lessor shall be limited to Lessor's remedy at law for damages, if any, and Lessor shall not be entitled to enjoin, restrain or interfere with Lessee's production, distribution, merchandising, advertising, publicizing, exhibiting or exploitation of the Recordings or any of Lessee's rights hereunder.

## **12. Damaged or Modified Equipment**

Lessee shall keep the Equipment in good condition. Lessee shall not materially modify or alter the Equipment.

1. In the event of any material modifications, Lessee will be responsible for all actual, verifiable and reasonable costs of Lessor in restoring the Equipment to its normal condition including costs of daily rental reimbursement until the equipment is returned in repaired condition.
2. Lessee assumes and shall bear the entire risk of damage to the Equipment (including sub-rentals) from any cause, during the term of the Lease.
3. Unless pre-existing damage is reported to Lessor within 1 hours of inspection during pickup of the Equipment, it is assumed any damage to the Equipment occurred during the term of the Lease.
4. In the event of damage, the Lessor shall choose the repair method and venue, within reason.
5. If the Lessor chooses an external venue for repair, Lessee is responsible for the actual and verifiable cost of repair or replacement if the item is considered a total loss by an independent claims adjuster.
6. Lessor may elect to repair the Equipment in-house. In these cases, Lessee shall be responsible for Lessor's actual, verifiable and reasonable expenses for parts and labor.
7. Lessee's form of payment shall be charged the amount of repair expenses owed to the Lessor. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.
8. At Lessor's reasonable discretion, a cleaning fee may be charged if any of the following must be removed from the equipment upon return:
  - a. Smoke
  - b. Mud or dirt
  - c. Chalk or powder
  - d. Sand
  - e. Any other matter that must be removed from the Equipment before it is placed back in Lessor's inventory
9. At Lessor's reasonable discretion, a cleaning fee may be charged if the G&E truck is Improperly packed or disorganized upon return.

## **13. Loss of Equipment**

Lessee assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease.

1. Lost or Stolen Equipment – In the event that the Equipment is reported by Lessee to be lost or stolen during the term of the Lease, Lessee is liable to Lessor for the actual and verifiable replacement value of the Equipment.
2. Lessor shall charge Lessee's form of payment the amount owed for replacement of the lost or stolen Equipment.
3. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default after Lessee is provided written notice and a reasonable opportunity to cure or commence to cure prior to any Default.
4. Unreturned Equipment – If the Equipment is not returned within seven (7) days of expiration of the term of the Lease, the Lessee shall be liable for the actual and verifiable replacement value of the Equipment.
5. In case of a dispute over whether the Lessee returned the Equipment:
6. If the tracking information for the return shipping label provided by Lessor does not show that the Equipment has been picked up by Shipper and the Lessee has no drop-off receipt, the Equipment is considered unreturned.
7. If Lessee used an alternate shipping method, not arranged in advance by the parties, and the Equipment is subsequently lost in transit, the Equipment is considered unreturned. Lessor shall charge Lessee's form of payment the amount owed for the actual and verifiable replacement of the unreturned Equipment. If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default after Lessee is provided written notice and a reasonable opportunity to cure or commence to cure prior to any Default.

#### **14. Default**

In the event of default, all amounts owed by Lessee to Lessor are immediately due.

1. In the event of default, Lessee shall be responsible for any actual, verifiable and reasonable expenses of Lessor in attempting to recover the amount owed from Lessee including collection fees and reasonable attorney's outside fees.
2. Lessor reserves the right to pursue all available civil and criminal remedies against Lessee, excluding enjoining, restraining or interfering with Lessee's Production, but including but not limited to: recovering possession of the Equipment, obtaining from Lessee's form of payment any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any civil remedies available. These remedies are not exclusive.

#### **15. Certificates of Insurance**

You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) verifiable loss of use of the Equipment based on rental history and expected future rental, from the time the equipment is in your complete custody, care, and control until the Equipment is returned to and accepted by us.

The Property Insurance shall be on a worldwide basis shall name us as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property / Rented Equipment Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$100,000. The Property / Rented Equipment Insurance shall be primary coverage over our insurance.

Before obtaining possession of the Equipment you shall provide to us Certificates of Insurance confirming the Rental Equipment coverages of at least \$100,000. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

#### **Name for Certificate Of Insurance:**

GUERRILLA GEAR Corp.  
2100 Kinridge Rd, Marietta Ga, 30062

Lessee must provide any documentation required by Lessor to substantiate the circumstances causing the Lessee's inability to return the equipment to Lessor.

#### **16. Missing Accessories**

In the event of any missing accessories (caps, hoods, tripod rings, bags, etc.) due to Lessee's actual use of the Equipment, Lessee is liable to Lessor for the actual and verifiable replacement cost of the missing items.

#### **17. Liability**

Excluding in connection with the negligence or willful misconduct to Lessor or due to a defect in the Equipment, Lessor does not assume, and the Lessee indemnifies Lessor against any liability or claims resulting from use or malfunction of the Equipment due to Lessee's misuse of the Equipment. Excluding due to the negligence or willful misconduct of Lessor, or due to a defect in the Equipment, Lessee assumes all liability that may arise from misuse or failure of the Equipment.

#### **18. Shipping Delays & Malfunctioning Equipment**

In the case of a shipping delay or malfunctioning Equipment which causes Lessee to be unable to use the Equipment, Lessor's only liability to Lessee is for the portion of Rent applicable to the time period that the Equipment was non-functioning or delayed in transit. Lessor shall not be responsible for any lost profits, loss of use or loss of business resulting from malfunctions or shipping delays.

**19. Taxes or Duties**

The Lessee agrees to keep the Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, renter agrees to reimburse Lessor in full for those charges.

**20. Severability and Governing Laws**

This represents the entire agreement between Lessor and Lessee. If any portion of this agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable. The agreement shall be enforced according to the laws of the State of Georgia. Lessor and Lessee agree that the United States District Court for the District of Atlanta, and/or Atlanta’s Judicial District shall have exclusive jurisdiction over any dispute between the parties of this Lease.

**21. Warranties**

Lessor hereby represents and warrants to Lessee that: (i) it has the right to lease the Equipment for the abovementioned uses and that the Equipment is in good working order; and (ii) Lessor shall comply with all applicable laws in connection with the lease of the Equipment as well as any services required, including all professional registration requirements and safety regulations.

**22. Unattended Vehicle Exclusions Clause Removal**

Lessee is hereby required to remove this exclusion from their insurance policy as the carrier or the Lessor will not pay for loss or damage caused by or resulting from theft from any unattended vehicle unless at the time of the theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

**ITEMS RENTED IN AGREEMENT AS STATED ON INVOICE**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED RENTER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED SIGNER