



## Rental Agreement

By placing an order with [reallyclassglass.com](http://reallyclassglass.com) you understand and agree to enter into the following lease terms.

1. Disclaimer-every effort is made to assure lens descriptions and pricing is correct. We reserve the right to correct errors as needed and all prices and availability are subject to change without notice.
2. Rental period is for the duration of days on the invoice. The first day of the rental begins at 5PM on the day of the attempt by a parcel carrier to deliver the item stated on your invoice. The equipment must be returned shipped to us during business hours on the last day of rental.
3. Rent and deposit, if required, must be paid in advance in full. Your credit card type will be kept on file as well as a scan of both sides of the card; the numbers and signature as well as a scan of your driver's license.
4. Shipping: both outgoing and return shipping will be charged at the time of the initial transaction. A signature will be required upon receipt with no exceptions.
5. Late returns: are frowned on, don't be late. Rentals sent back 2 days late will be assessed a fee equivalent to a 4 day rental, those sent back later than 3 days will be charged for a 7 day period. You may as well go by your own lens. If the lens is not returned 7 days after the due date the lens is considered stolen and the credit card will be charged for the full retail value of the lens/support item. If the overdue charges are refused to be paid by the customer's credit card company, the renter understands the following actions will occur:
  - A. The account will be turned over to Guido, which immediately results in the addition of collection fees and fear. The fees are not negotiable and the collection process will continue until the fees are collected, even if the lenses are returned. Guido has an excellent history of achieving record return rates.

B. Reallyclassglass.com reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment. Guido stands 6' 8" and weighs 297 and has many contacts. He never fails recovering items. Don't chance it!

6. Damage or Loss of the items during the rental period is entirely the renter's responsibility (unless a damage waiver is purchased). If the renter has not told us via email or cell/ landline phone, within 24 hours of receiving said equipment, both parties agree the equipment was received in excellent working order.

A. In the event of loss of the equipment, customer agrees to pay the replacement cost of the equipment to reallyclassglass.com. If the customer chooses to use a drop box or other method of return that does not provide a scan or receipt, they understand they are fully liable for losses as shipping insurance does not take into effect until the package is noted as received by the carrier. This is our equipment and we expect that it will be treated and cared for by you as if it was your equipment!!

B. In the event of damage to the equipment customer agrees to pay all actual repair costs at the appropriate service center. This also includes any and all shipping and insurance charges.

C. In the event that the customer claims the equipment failed rather than was damaged, the report of the factory service center will be considered binding concerning failure or damage.

D. It is strongly suggested that customers obtain loss insurance on the item, especially the more costly super telephoto lenses and support equipment, for the duration of the rental period. Contact Marsh Affinity, PPA (Professional Photographers of America) 800-588-7518.

E. Our acceptance of equipment on return is not a waiver by us of any claims for damage to the equipment.

7. Damage Waiver: reallyclassglass.com offers a damage waiver through Marsh Affinity. When purchased the waiver limits the customer's liability to the lesser of 5 percent of the equipment's replacement cost or \$100.00. The damage waiver does not apply and the customer is fully liable for the following types of damage:

- A. Water damage
- B. Intentional damage
- C. Damage caused by abusive use of the equipment.
- D. Lost or stolen equipment.
- E. Lost accessories (caps, hoods, tripod rings/ pieces, bags, etc.)

Missing accessories- the customer is fully liable to reallyclassglass.com. The customer must send us a replacement within five business days or pay the cost of the replacement item.

8. Liability- reallyclassglass.com does not assume, and the customer indemnifies reallyclassglass.com against, any liability that may arise from the use or failure of the equipment.
9. Taxes or duties, the renter agrees to keep the equipment free of any taxes or duties.
10. Ownership, the equipment remains at all the times the sole and exclusive property of reallyclassglass.com. The renter has no rights or claims to the equipment. Reallyclassglass.com does not have or make any claim to images made by the renter made while using the equipment.
11. If the renter fails to meet any obligation under the agreement reallyclassglass.com has full right to take immediate possession of the equipment, to make a charge to the renter's credit card for the replacement value of the equipment and to pursue any legal remedies, and to sue to recover any lost equity or income. In the event of any litigation to recover any damages, renter is held responsible for all court costs and legal fees. Don't forget Guido!!
12. Severability and governing laws. This represents the entire agreement between these two parties. 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 Johnson County, and the State of Kansas.
13. Reallyclassglass.com reserves the right to cancel any order, for any reason, at any time, until the moment of delivery.