



Equipment Rental/Use Agreement

This agreement, made the ____ day of _____, 201_, is by and between _____, Cherokee Photography Club Member, and the Cherokee Photography Club, P. O. Box 4433, Canton, Georgia, 30114.

For consideration hereafter named, the parties agree as follows:

Under the General Conditions of the Equipment Use Agreement attached to this sheet, the Cherokee Photography Club loans to _____ the equipment named and identified in the following 'List of Equipment':

LIST OF EQUIPMENT

| Item Description | Equipment \$ Value | Rental Period | Rental Rate Per Day |
|-----------------------------------|--------------------|---------------|---------------------|
| Elinchrom D-Lite4 Two | \$1,200.00 | | \$3.00 |
| Monolight Kit; J-160 Versalight & | | | |
| Westcott Background | | | |

The Cherokee Photography Club and the above named member, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the terms of this agreement.

In the case of loss or damage to the equipment not otherwise taken care of by member, C.P.C. Member _____ authorizes a charge to the below listed credit card of up to the total equipment value as noted in List of Equipment.

Credit Card Name: _____

Credit Card: _____

Credit Card Number: _____

Credit Card Security Number: _____

Authorized Signature: _____

In witness whereof, the parties have executed this Agreement the day and year first above written:

Cherokee Photography Club

Cherokee Photography Club Member

By: _____

By: _____

General Conditions of Equipment Use Rental Agreement

Rental Period

The rental period covers all time actually using the equipment plus the time it takes to pick up, transport and return the equipment to the designated Cherokee Photography Club person.

Rental Charges

The member will pay a nominal rental fee for the entire rental period on the equipment named in the List of the Equipment, at the rate therein stipulated.

Payment

The rental fee covering the total amount will be paid at the time the equipment is picked up for use.

Use

The member shall use the equipment in a prudent manner and not make any alterations, additions, repairs or improvements in the equipment.

Damage Deposit

The member will provide a credit card as noted in the agreement as collateral for damage or loss to the equipment. The credit card would be charged in the case of the equipment not being returned or if it is lost, damaged, etc. Liquidated damages will be considered to be the amount as set out on page 1 of this agreement.

Normal Maintenance Costs

The C.P.C. member will not be held responsible for maintenance costs of the equipment associated with normal wear and tear (example: replacing bulbs).

Ownership

The Cherokee Photography Club shall at all times retain ownership of the equipment.

No subletting

The equipment shall not be sublet or loaned out to any third party by the member without written consent of the President of the Cherokee Photography Club.

Indemnity

The member shall indemnify the Cherokee Photography Club against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from the equipment. In addition, the member shall indemnify the Cherokee Photography Club harmless from all loss and damage to the equipment during the rental period. The member recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the member's assumption of any and all liability for injury, disability and or death of persons caused by the operation, use, control, handling or transportation of the equipment during the rental period.

Entire Agreement

This instrument constitutes the entire agreement between the Cherokee Photography Club and the member; and it shall not be amended, altered or changed except by a written agreement signed by the parties.