

EQUIPMENT CONSIGNMENT RENTAL AGREEMENT

This equipment consignment rental agreement (the "Agreement") is entered into as of _____ (the "Effective Date") between _____ ("Consignor") and DEHAVEN CAMERA ("Consignee"), in connection with the equipment (the "Equipment") as further specified in Exhibit "A" attached hereto. Consignor and Consignee may be individually referred to herein as "Party" and collectively as "Parties." In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Appointment. Consignor hereby appoints Consignee, and Consignee accepts the appointment, for Not Specified months (the "Term") to promote the rental of Equipment to end users solely in accordance with the terms and conditions of this Agreement. Consignor grants Consignee the right to rent the Equipment to end users, and Consignee agrees to add the Equipment into regular rotation of its rental inventory. Consignee will notify Consignor when Equipment is booked for rental. Consignee has the right to advertise the Equipment, and to include the Equipment as part of a "Package" alongside additional items owned by Consignee, which may add value to an end user.
2. Fee. Consignee shall pay Consignor Fifty Percent (50%) of gross revenue received by or credited to Consignee (including any subsidiary, affiliate, or related entity) in connection with the renting or leasing of Equipment. Consignee shall have the right to set rental pricing for the Equipment, and pricing is subject to change based on market value. Consignee shall send all payments to Consignor no more than thirty (90) days following Consignee's receipt of gross revenue. Consignor shall provide a completed W9 form yearly and should expect a 1099 from Consignee.
3. Terms of Agreement Prevail Over Consignee's Rental Order. The terms of this Agreement prevail over any terms or conditions contained in any other documentation related to the subject matter of this Agreement and expressly exclude any of Consignee's general terms and conditions contained in any rental order or other document issued by Consignee to end users
4. Marketing and Renting Equipment. Consignee shall, in good faith and at its own expense:
 - a. market, advertise, promote, and rent the Equipment to end users consistent with good business practice, in each case using its commercially reasonable efforts to maximize rental value and volume
 - b. observe all reasonable directions and instructions given to it by Consignor in relation to the marketing, advertisement, and promotion of the Equipment;
 - c. obtain each end user's full name, address, and contact information; and
 - d. promptly notify Consignor of any damage, theft, complaint, or adverse claim in connection with the Equipment.
5. Reporting and Recordkeeping. Consignee shall, at its own expense:
 - a. on request by Consignor, submit to Consignor complete and accurate reports of rental and revenue history in connection with the Equipment; and
 - b. maintain books, records and accounts of all transactions and activities covered by this Agreement and permit full examination thereof by Consignor and its representatives.
6. Ownership. Consignor shall remain the sole owner of the Equipment and shall retain the right to reclaim possession of the Equipment at any time, either temporarily or permanently. Consignor shall retain access to the Equipment for productions and outside rentals. Only Consignor may authorize the consignment or sale of the Equipment. All title to the Equipment shall remain with Consignor.

7. Risk of Loss. Consignee assumes the risk of loss, theft or damage to the Equipment, and Consignee promises to replace or repair any Equipment that is lost, stolen, or damaged. Prior to renting Equipment, Consignee agrees to perform all due diligence when vetting end users, which may require obtaining a security deposit prior to renting Equipment.
8. Scheduling. Consignor shall notify Consignee of all outside rentals or personal use at least 24hrs in advance. In the event of a double booking the Consignee takes precedence and is not expected to cancel on a wholly booked order.
9. Itemized inventory. Consignee shall provide the Consignor an itemized list of all items provided at time of the consignment within 30 days. Barcodes with the DEHAVEN CAMERA logo will be added to said items for inventory tracking and shall only be removed upon approval.
10. Insurance. Consignee shall hold sufficient insurance coverage to cover replacement costs of any Equipment which may be damaged, lost or stolen while in Consignee's possession. On Consignor's request, Consignee shall provide Consignor with a certificate of insurance evidencing the insurance coverage specified in this Section.
11. Indemnity. Consignee shall indemnify and hold harmless Consignor from and against any loss or damage caused by acts of Consignee which result in any such liens or encumbrances being placed upon any Equipment, including all costs, fees, and expenses incurred by Consignor in commencing or participating in such proceedings as are necessary for Consignor to defend its ownership interest in the Equipment.
12. No Joint Venture/Partnership. The Parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between Consignor and Consignee. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.
13. Termination. Consignor shall have the right to terminate this Agreement at any time, with or without cause. Upon termination, Consignee shall promptly return the Equipment to Consignor.
14. Confidentiality. Except as may be required by applicable law, the Parties agree to keep the terms of this Agreement confidential.
15. Assignment. This Agreement and Consignee's rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred.
16. Remedies. Consignor's remedies for any breach of this Agreement by Consignee will include damages, injunctive relief, specific performance, and restitution. Consignee acknowledges that any breach of this Agreement by Consignee may cause irreparable injury to Consignor for which monetary damages would not be an adequate remedy and, therefore, Consignor will be entitled to injunctive relief (including specific performance). The rights and remedies provided to each Party by this Agreement are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.
17. Waiver. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement will not be deemed a waiver of any other provision or of such provision.
18. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, that provision will immediately become null and void, leaving the remainder of the Agreement in full force and effect.

19. Counterparts. This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same Agreement. A signature sent by facsimile or electronic transmission shall be valid as an original signature
20. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
21. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Consignor Signature

Consignee Signature

Printed Name

Printed Name

Date

Payment method

Venmo _____

ZELLE _____

PAYPAL _____

CHECK

Payable

CONTACT

Mailing address _____

Phone Number _____

Email Address _____