

## GoPro 2 Camera Rental Contract

1. **Names.** Sky's the Limit Ballooning Adventures, Owner, and \_\_\_\_\_, Renter, agree to the following rental.
2. **Equipment Being Rented.** Owner agrees to rent to Renter, and Renter agrees to rent from Owner, the following equipment: GoPro 2 Camera, Video Card & Accessories.
3. **Duration of Rental Period.** The rental will begin prior to flight on \_\_\_\_\_ and will end same day at end of flight.
4. **Rental Amount.** The rental amount is \$75.00 per flight.
5. **Payment.** Renter has paid \$\_\_\_\_\_ to Owner to cover the rental period day of flight specified in paragraph 3.
6. **Late Return.** Renter acknowledges there are no late returns accepted.
7. **Damage or Loss.** Renter acknowledges receiving the Equipment in good condition. Renter will return the Equipment to Owner in good condition. If the Equipment is damaged or lost while in Renter's possession, Renter will be responsible for the cost of repair, up to the current value of the Equipment.
8. **Value of Equipment.** Owner and Renter agree that the current value of the Equipment is \$299.99 plus tax.
- [ ] 9. **Use of Equipment.** Renter agrees to use the Equipment safely and only in the manner for which it is intended to be used. Owner 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 Owner from and against any injury or damage claims arising out of Renter's misuse, unsafe use, or reckless use of the Equipment.
10. **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.

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

**12. 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 by mail only.

**13. Governing Law.** This agreement will be governed by and construed in accordance with the laws of the state of California.

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

**15. 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.

Name of Business: Sky's the Limit Ballooning Adventures

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

RENTER:

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_