



GoPro - VIDEO EQUIPMENT

TERMS & CONDITIONS OF RENTAL AGREEMENT with NYZ

1. **Rental Term:** The rental term shall commence upon signing of the agreement and shall continue until the equipment is redelivered to New York Zipline Adventures Limited (NYZ).
2. **Rental:** The rental rate of \$45.00 shall apply during the entire rental term. The rental term is defined as: One Zipline tour, approximately 3 hours. Upon execution of this agreement, Rentee shall pay NYZ the minimum rental payment (minimum rental period one zipline tour rental charge).
3. **Delivery, Redelivery and risk of Loss:** The equipment shall be considered delivered to Lessee when the helmet is given to Lessee with GoPro. All risk of loss and/or damage to the equipment shall pass to Lessee and shall remain with Lessee until the equipment is redelivered to NYZ at the redelivery location, regardless of how much loss or damage arises or occurs. Redelivery shall not be deemed to occur, and the rental period shall continue until the equipment is redelivered to NYZ in the same condition as Lessee received, less ordinary wear and tear.
4. **Inspection and Warranties:** The equipment being rented is used and is being rented on an "as is" basis, with Lessee having full opportunity to inspect the equipment. *Any recommendation and/or advice from NYZ is agreed to be Informal and shall not create any warranty from NYZ. It shall remain Lessee's sole responsibility to determine the suitability of the equipment for the application intended by Lessee.* It is agreed NYZ shall be held to no other warranty or representation whatsoever and shall specifically be exculpated from any warranty of merchantability or fitness for particular purpose or any other warranty whatsoever, including any warranty that the equipment is free from latent defects.
5. **Liability and Indemnity:** Lessee shall be liable for all loss of or damage to the equipment during the rental term regardless of how caused, and shall leave a \$150.00 deposit on credit card to insure against such loss or damage. If such credit card fails to fully reimburse NYZ for loss or damage to the equipment Lessee agrees that they will fully indemnify, reimburse NYZ. NYZ shall not be liable for any damages to the equipment or for any other damages whether by reason of faulty operation, failure of equipment or otherwise. Lessee shall also be liable for all demands, claims, suits or actions for third party property damage and/or bodily injury, and any other charge, expense, tax, loss, damage, claim or liability whatsoever, arising out of or relation to the equipment during the term of this agreement or involving its use pursuant to this agreement (other than cause by the sole direct negligence of NYZ), and Lessee agrees to fully indemnify and hold harmless (including costs and legal fees), NYZ of and from all such charges, expenses, taxes, losses, damages, claims, suits or actions, including those from its own employees notwithstanding any immunity from suit pursuant to a compensation act.
6. **Default:** Lessee shall be deemed to be in default of this agreement if any of the following circumstances occur.
 - a. Lessee fails to pay rental when due and/or according to this agreement
 - b. The equipment is damaged from any cause.
 - c. Lessee is otherwise in breach of this agreementIn event of default, this agreement and all of Lessee's rights hereunder shall, without notice, immediately terminate and NYZ may at their discretion do all acts and make all reasonable expenditures necessary to retake possession of the equipment. Lessee covenants and agrees to promptly reimburse NYZ, with interest at the rate of **12% per annum** and an additional **10% administrative** surcharge, for any and all expenditures so made or incurred.
7. **Jurisdiction, Applicable law, Venue and legal costs:** Any suit relating to this agreement or the rented equipment must be filed in the federal or state courts located in Greene County, NY and Lessee agrees to the appropriateness of that forum and will submit to its jurisdiction. The law of the State of NY and/or general maritime law of the U.S. shall be applicable to this agreement. The prevailing party in any action shall be entitled to recover legal costs and fees.
8. **Headings and Integration:** The headings are for convenience only and may not be used to construe this agreement. This agreement constitutes the final understanding between the parties, superseding all prior oral or written agreements. It may be modified only by a written document signed by both parties.

Lessee Name	Time	Tour	GoPro#
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Customer Signature	Date	Staff Signature
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