

# ECLECTIC **ENCORE**

## PROPS

### STUDENT RENTAL AGREEMENT

STUDENT NAME:	
ADDRESS:	
CITY / STATE / ZIP:	
Cell # + Email address	

SCHOOL Name-Address	
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School Contact Information	
Certificate of Insurance	

INTENDED USE:	STUDENT FILM <input type="checkbox"/>   TV <input type="checkbox"/>   STAGE <input type="checkbox"/>   PRINT <input type="checkbox"/>
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#### TERMS AND CONDITIONS OF RENTAL

In consideration of the renting of the merchandise described on the order described to the (Lessee) from the company name on the invoice (Eclectic) upon the terms and conditions and for the price specified, it is agreed:

Rentals and terms begin on the date specified as RENTAL and terminates on the date specified as RETURN, unless amended in writing. Rental charges begin on pick-up of merchandise by Lessee and end upon return of merchandise to Eclectic's premises. Eclectic may terminate rental at any time and take possession of merchandise. Lessee agrees to pay on pick-up of merchandise at Eclectic's premises all charges and terminates on the expiration and due date set forth unless extended is written by Eclectic.

Lessee accepts and rents the merchandise on an AS IS basis. Lessee acknowledges and declares that Lessee has examined the merchandise and Lessee declares that he has received all of such merchandise in the condition as when inspected. Lessee is responsible for loading and unloading the merchandise. If Eclectic employees assist in loading and unloading the merchandise, Lessee agrees to assume the risk of, and hold Eclectic harmless for, and property damage or personal injuries attributable to the negligence of Eclectic or Eclectic's employees.

In addition to the rental fee indicated herein, Lessee will be held liable for the full retail or replacement value of the damaged (beyond repair) or missing merchandise. Eclectic reserves the right to have a damaged item repaired by a qualified craftsman of Eclectic's choice. Lessee accepts the responsibility of the repair costs including transportation fees incurred in transporting the merchandise to and from the repair shop when applicable. Lessee shall pay all repairs and transportation costs thereof, and in addition thereto Eclectic's loss of use of said merchandise.

In the event of any accident or casualty resulting in bodily injury or property damages arising out of Lessee's use and hiring of Eclectic's merchandise, Lessee agrees to accept all responsibility thereof and shall hold Eclectic harmless from any claim or action arising therefrom. Lessee shall pay Eclectic full retail or replacement value thereof, and in addition thereto Eclectic's loss of use of said merchandise retail or replacement value, in all instances will be determined by Eclectic.

Eclectic makes no warranties, express or implied, as to the merchandise merchantability of fitness for any particular purpose. Eclectic takes no responsibility for clearance of any rented items.

Lessee acknowledges that the purpose of the deposit paid is to secure the payment of retail charges hereunder and to guarantee full and complete performance of each and all of the terms, convenience and agreement to be performed by Lessee hereunder.

Lessee expressly indemnifies and holds Eclectic harmless of, from and against any and all claims, loss, costs, damages, attorney' fees and/or liability in connection with the hiring and use of the merchandise regardless of whether a lawsuit is filed in the event a suit is instituted by Eclectic to recover possession of said merchandise, or to enforce any of the terms, conditions provided hereof. Lessee agrees to pay all costs and reasonable attorney's fees of Eclectic incurred in connection therewith.

Lessee agrees to pay any and all taxes, license fees, permit fees arising out of the hiring of the merchandise.

Title of the merchandise is and shall remain that of Eclectic/Encore Props Inc. If merchandise is damaged in use or otherwise, all pieces must be returned to Eclectic/Encore Props Inc.

All orders packed and subsequently cancelled by Lessee will be subject to a restocking fee equal to 25% of the total amount of packed order.

ORDER #:		INVOICE #	
		less 20%	

SIGNATURE:	
PRINT FULL NAME:	

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[www.eclecticprops.com](http://www.eclecticprops.com)