

Registration/Contract

PHOTOGRAPHY EQUIPMENT RENTAL



PLEASE READ

1. Please be sure you understand all the terms & conditions printed on the reverse page.
2. Incomplete forms will lead to denial of equipment rental services.
3. All details requested for in this registration form is mandatory.
4. The form contains editable fields for easy entry and printing.

REGN. NO. :	
DATE :	

YOUR PERSONAL & WORK DETAILS

Name		Job Title	
Mobile	Home Phone	Company	
Alternate Phone	Alternate Contact Name	Office Phone	Extension
Personal Email		Office Email	
Home Address		Personal Website	
		Flickr	
		Facebook	
City	Pin Code		

CREDENTIALS (Fill-out details & attach copies of the documents)

PAN Card No. _____

Passport No. _____

Driving License No. _____

Company Id _____

PHOTOGRAPHY EQUIPMENT (Please enter details of equipment you own)

DSLR _____

Lenses _____

Tripod _____

Accessories _____

DECLARATION

I hereby declare that all the information provided by me above is true to the best of my knowledge and belief and the documents of which details are furnished are valid and not expired. I undertake to promptly notify Toehold in the event of any change in the information contained herein above. I am submitting this registration form to avail the photography equipment rental service and I agree and shall abide by the terms and conditions specified on the reverse of the page.

Approved Not Approved

For TOEHOLD TRAVEL & PHOTOGRAPHY PVT. LTD.

CUSTOMER SIGNATURE

DATE

AUTHORISED SIGNATORY

DATE

Head Office:
TOEHOLD TRAVEL & PHOTOGRAPHY PVT. LTD.
#51, SGP Park View, 5th main 36 cross, 5th block Jayanagar Bengaluru 41, India.
Phone: +91-80-22442211 Fax: +91-80-22432211 Email: rentals.blr@toehold.in
Web: www.toehold.in

Branch Office:
TOEHOLD TRAVEL & PHOTOGRAPHY PVT. LTD.
II Floor, Unit 203, 'Tejas Eternity', Sr.No. 134, Balewadi Phata, Baner, Pune 45.
Phone: +91-20-65780001/2/3/4/5 Email: rentals.pune@toehold.in

TERMS & CONDITIONS

These Terms and Conditions form part of the rental contract/agreement hereinafter referred to as the "Rental Contract" between you (The Customer) and Toehold Travel & Photography Private Limited herein referred to as the "Toehold" and apply to all the photography equipment (Equipment) rented by you. These terms and conditions constitute provisions and guide to interpretation of the Rental Contract. In the event of a conflict between these stated terms and conditions and the Rental Contract, the terms of the Rental Contract shall prevail.

PRE-ACCEPTANCE / ACCEPTANCE: You will prior to acknowledging receipt of the equipment test and examine the Equipment to determine that the Equipment is in good working order. You may test the Equipment at the rental facility, on location, or at another place. By acknowledging the receipt of the equipment you are considered to have taken the delivery of the equipment and therefore assume all risks associated with the equipment till the time it is returned to Toehold. You must notify Toehold of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify Toehold of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

PICK UP & DELIVERY: You pickup and return the equipment from our office premises during the business hours and during non-business hours based on special requests. At your request Toehold will arrange for delivery and pickup of the photography equipment to/from the specified designated location. Pick-up/Delivery charges will apply as applicable.

YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT: Once you have taken delivery of the equipment, you assume all risks of loss and damages to the equipment that might occur during the term of rental and beyond until the equipment is returned to Toehold. You will upon delivery verify that the equipment delivered is in working condition and has come with the required accessories and fixtures as mentioned in the delivery note. Your responsibility ends with the return of equipment to Toehold after the specified term of rental and an acknowledgement of receipt by Toehold is given to you.

RESTRICTIONS ON THE USAGE OF EQUIPMENT: You agree that you will use the equipment within the framework of law and shall ensure that the equipment will be in your sole custody. You may not sublease all or any part of the equipment without written/email communication and consent of Toehold. You may not remove or cover any serial numbers, tags, nameplates, logos on the equipment showing ownership by Toehold.

NO WARRANTY OR GUARANTEE OR INSURANCE: Except as provided by the law, Equipment is rented to you without warranty, guaranty or insurance of any kind, expressed or implied, and Toehold assumes no responsibility unless agreed to in writing. Should you desire you shall at your expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented for full replacement cost. Coverage must begin from the time you or your representative accept delivery of the equipment and continue until the time the equipment is returned. You will explicitly mention to the Insuring Company, that the equipment is owned by Toehold.

DEFECT/DAMAGED/LOSS/STOLEN EQUIPMENT: **DEFECT/DAMAGE:** While in the field, as soon as you discover that the equipment is defective, you shall notify Toehold of the problem and if necessary return the equipment to Toehold. Toehold will make reasonable effort to replace the equipment or refund the money. If defect is due to damage caused by you, Toehold reserves the right to recover the full cost of repair and any other costs incurred for the repair of the equipment.

DAMAGES: Upon return of damaged equipment, Toehold will ascertain the extent of the damage and the required repairs. In determining whether equipment shall be replaced or repaired, Toehold's judgment shall be conclusive upon you. Should Toehold determine that the equipment must be replaced, you will be responsible for the cost to replace the same item at the current prevailing retail prices less any discounts available, without deduction for depreciation.

LOSS, STOLEN OR DESTROYED EQUIPMENT. In the event that after delivery to you, you will be responsible for all damages and/or any loss, not limited to, due to scratching of lenses, CCD, unauthorized internal adjustments or repairs to equipment, water or rain, willful or neglectful misuse or willful or neglectful loss, theft, unexplained loss, damage or disappearance, warlike action or any governmental action, such as confiscation or seizure, fraudulent or dishonest act and you will replace the same item at the current prevailing retail prices. In the event of loss/theft, as soon as you realise that the equipment is missing you will notify Toehold and file a FIR at the jurisdictional police station.

RENTAL CHARGES AND LATE CHARGES: You must return the equipment on the date specified in the delivery challan/requestion form. Failure to return on the specified date will be subject to levy of additional charges. The charges are calculated on a 24 hour check-in check-out basis. If you return the equipment in a damaged or non-working condition, the rental period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond the Toehold's control. Weekdays, Weekends and Holidays: You will be charged the daily rental rate for weekdays. Weekend days and Holidays may attract a premium as specified during the time of the rental. Minimum Charges: There may be minimum rental periods and/or special minimums applicable to Equipment to be used locally as well as other than locally.

PAYMENT TERMS, CREDIT INFORMATION AND CANCELLATIONS: The terms of payment are based upon credit information Toehold supplies at the time of rental. Immediate payment, credit payments are all subject to Toehold's discretion. **PAYMENT TERMS:** All equipment rental invoice/bills are payable immediately in advance before renting the equipment. The payment can be made via cash, cheque or online transfer. Cheque and Online-Transfer payments are subject to realisation and the equipment would be rented post realisation only.

CANCELLATION POLICY: In the event of cancellation during or before the rentals term, cancellation charges may apply in consideration of Toehold's preparing, holding in reserve or blocking the equipment on your behalf. By keeping Toehold informed of your shooting schedule you can either minimize or avoid cancellation fees. Toehold shall be entitled to compensation, not to exceed the lease payments, for any losses Toehold may sustain because of your cancellation of all or part of an order.

TITLE AND OWNERSHIP: You specifically acknowledge the Toehold's title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You shall not assign or pledge the Equipment.

RIGHTS OF RECOVERY & INSPECTION: Toehold shall have the right to recall the equipment during the rental term specifying valid reasons for return. You shall make any and all arrangements necessary to permit a Toehold's employee access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, Toehold has the right to remove/recover all of the Equipment without any liability to you, and without prejudice to Toehold's right to receive rent due or accrued to, including the date of removal of the Equipment.

FOREIGN USE : You must notify Toehold of your intention to use the Equipment outside India and gain their permission to do so. You will register your equipment with the Customs prior to leaving India and you agree to pay any customs and levies that may be imposed on you owing to your failure of registering the equipment with the said authority.

MISCELLANEOUS ASPECTS OF THE RENTAL CONTRACT / AGREEMENT: This agreement/contract shall be governed by the laws of Government of India. The Rental Contract shall be deemed to have been made in the State of Karnataka and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of Karnataka. When the customer is company / organisation: The person executing the Rental Contract on behalf of such company / organisation warrants that he/she has full authority of such corporation to sign the Rental Contract and obligates the corporation. Said person and the corporation shall be jointly and severally liable for all rentals and all other sums that may be at any time due and owing to Toehold under the terms of the Rental Contract. **DEFAULT AND BREACH OF TERMS.** Each Rental Contract includes provisions for remedies in the event of default by you in payment of rent, or your breach of any terms of the Rental Contract, etc. Please read these sections in the Rental Contract carefully to understand your rights. **ENTIRE AGREEMENT.** The signed Rental Contract and these Terms & Conditions constitute the entire agreement between you and Toehold. Any changes must be made in writing and agreed to by both parties.

INDEMNIFICATION: You agree to indemnify Toehold and to hold Toehold and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

ASSUMPTION OF RISK: To the fullest extent permitted by applicable law, I expressly assume, any and all risks arising from, caused by using of any equipment rented from Toehold, pledge not to sue Releasees, on account of such losses, claims, costs, liabilities, injuries or damages. Further, I agree not to claim the unenforceability of this Release, Indemnification, and Assumption of Risk. I agree that the foregoing obligation shall be binding upon me personally as well as upon my heirs, assigns, executors and administrators, and members of my family, and shall also be binding upon any minors who accompany me.

ARBITRATION: Any controversy or claim arising out of, or relating to this Release or the performance there under, including without limitation any claim related to illness, injury, death, loss or damage to property, delay or change in services or accommodations, however caused, irregularity, inconvenience, or additional expense in connection with any services resulting directly or indirectly from defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions, and regulations, or other civil uprisings or disturbances, military action, quarantines, strikes, weather, detention, thefts, pilferage, or force majeure, shall be resolved by binding arbitration in the Bangalore, in accordance with the Arbitration Rules of the Government of India then existing. This agreement to arbitrate does not waive or modify the Release, Indemnification, or Assumption of the Risk contained in the foregoing paragraphs.

KNOWING AND VOLUNTARY EXECUTION: You acknowledge that you have carefully read this agreement, understand its contents, understand that this agreement includes an assumption of the risk of the released parties negligence and a release of their liability. You acknowledge that Toehold Travel & Photography Pvt. Ltd., is materially relying on this waiver and is allowing you to avail the photography equipment rental service.

I, _____ have carefully read this agreement, terms & conditions and fully understand all of the above contents and having signed up to avail Toehold's Equipment Rental Service and agree to be bound by them.

SIGNATURE

DATE