



Rental agreement for night vision equipment

THIS EQUIPMENT LEASE AGREEMENT ("Lease") is made and effective by signing this agreement, by and between NightTec , ("owner") and current user ("Lessee"). By signing this agreement, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. owner may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By signing this agreement, Lessee indicates acceptance of the Terms and Conditions. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Disclaimer – Every effort is made to assure descriptions and prices are correct. owner reserves the right to correct errors as needed. All prices and availability are subject to change without notice.

Lease – owner hereby leases to Lessee, and Lessee hereby leases from owner, the following described equipment ("Equipment"): List attached to this rental agreement

Shipping – Lessee agrees to pay both outgoing and return shipping charges at the time of the initial transaction, unless parties otherwise agree. The shipping carrier ("Shipper") shall be TNT or DHL unless the parties otherwise agree. A signature will be required upon delivery unless parties otherwise agree.

owner cannot guarantee a specific time or date for delivery. Any shipping time given by owner is only an estimate.

Use, by Lessee, of shipping methods other than those arranged for by owner is a violation of these terms, and may result in the application of late fees.

Term – The term of this lease begins with the transfer of the device to the tenant or shall commence at the latter of the date the Shipper shows the first attempted delivery or the first day of the rental period shown on order receipt. The term of this lease shall expire on the expiration of the term of days shown on the order receipt. The Equipment must be returned to the chosen Shipper by the end of business on the last day of the term of the lease.

Rent – Rent and a deposit, if applicable, must be paid in advance, in full.

Late Returns – Late returns are penalized a maximum daily penalty equivalent to 125% of the daily rental rate for the Equipment. Any penalties will be charged to the Lessee's form of payment on file with owner.

In the event the rental is not returned 7 days after the due date and owner has been unable to collect the applicable penalties, the equipment will be considered stolen and the Lessee's form of payment will be charged the full replacement value of the Equipment.

If owner is unable to collect penalties or the replacement value of the equipment after 7 days, the Lessee shall be considered to be in Default.

owner reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.

Use – Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinance, and regulations in any way relating to the use or possession of the Equipment.

Cancellation by owner – owner reserves the right to cancel any order, for any reason, at any time before delivery occurs.

Cancellation by Lessee – Lessee may cancel an order subject to the following terms:

Cancellation fee:	More than 14 days before 1 st day of the event	0%
	7-14 days before the 1 st day of the event	50%
	0-7 days before the 1 st day of the event	90%

For shipping applies:

If an order is cancelled by Lessee before the shipment is tendered to the Shipper, the cancellation will result in no charge.

If an order is cancelled after the shipment is tendered to the Shipper, but before it is delivered by Shipper will result in a cancellation fee of the lesser of: €100 per shipped parcel or the 1-day rental fee for the cancelled order.

Ownership – The Equipment remains at all times the sole and exclusive property of owner. The Lessee has no rights or claims to the Equipment. owner makes no claims to images, video, or sound recordings made by the Lessee while using the Equipment.

Damaged or Modified Equipment – Lessee shall keep the Equipment in good repair and condition. Lessee shall not materially modify or alter the Equipment.

In the event of any material modifications, Lessee will be responsible for all reasonable costs of owner in restoring the Equipment to its original condition.

Lessee assumes and shall bear the entire risk of damage to the Equipment from any cause, except damage in the possession of the Shipper, during the term of the Lease.

Unless pre-existing damage is reported to owner within 24 hours after Lessee takes possession of the Equipment, it is assumed any damage to the equipment occurred during the term of the Lease.

If there is a dispute between owner and Lessee as to whether damage occurred in possession of the Shipper, the equipment shall be sent to an independent repair facility. The opinion of the repair facility, as to the cause of the damage, shall be binding on the parties.

In the event of damage caused by Lessee, owner shall determine the repair method and venue and the following will apply:.

If owner chooses an independent company for repair, Lessee is responsible for the total cost of repair, or the value of the equipment, whichever is less.

owner may elect to repair the Equipment in-house. In these cases, Lessee shall be responsible for owner's reasonable expenses for parts and labor up to the value of the equipment.

At owner's discretion, a cleaning fee of 20 € may be charged if any of the following must be removed from the equipment upon return:

Smoke

Mud or dirt

Chalk or powder

Sand

Any other matter that must be removed from the Equipment before it is placed back in owner's inventory

If a seal on the device is damaged, the device is deemed to have been opened and needs to be re-cleaned and purged. The costs are borne by the renter with his deposit or by invoice.

Loss of Equipment – Lessee assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease.

Lost or Stolen Equipment – In the event that the Equipment is reported by Lessee to be lost or stolen during the term of the Lease, Lessee is liable to owner for the replacement value of the Equipment.

owner shall charge Lessee's form of payment the amount owed for replacement of the lost or stolen Equipment.

If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.

Unreturned Equipment – If the Equipment is not returned within seven (7) days of expiration of the term of the Lease, the Lessee shall be liable for the replacement value of the Equipment.

In case of a dispute over whether the Lessee returned the Equipment:

If the tracking information for the return shipping label provided by owner does not show that the Equipment

has been picked up by Shipper and the Lessee has no drop-off receipt, the Equipment is considered unreturned.

If Lessee used an alternate shipping method, not arranged in advance by the parties, and the Equipment is subsequently lost in transit, the Equipment is considered unreturned.

owner shall charge Lessee's form of payment the amount owed for replacement of the unreturned Equipment.

If the Lessee's form of payment cannot be successfully charged within 24 hours, the Lessee shall be considered to be in Default.

Default – In the event of default, all amounts owed by Lessee to owner are immediately due. In the event of default, Lessee shall be responsible for any reasonable expenses of owner in attempting to recover the amount owed from Lessee including collection fees and attorney's fees.

owner reserves the right to pursue all available civil and criminal remedies against lessee, including but not limited to: recovering possession of the equipment, obtaining from Lessee's form of payment any amounts owed, hiring outside debt collection firms or private investigators, filing of criminal charges, and any civil remedies available. These remedies are not exclusive.

Missing Accessories – In the event of any missing accessories (caps, mount, Jarm, case, batteries, bags, etc.), Lessee is fully liable to owner for the replacement cost of the missing items.

Liability – owner does not assume, and the customer indemnifies owner against any liability or claims resulting from use or malfunction of the equipment. Lessee assumes all liability that may arise from use or failure of the equipment. Lessee agrees to indemnify and hold harmless from and against all liability and expenses (including attorney's fees) howsoever arising or incurred, based upon damage to property or injury to, or death of any person arising out of / or attributable to the Lessee's possession or use of the equipment.

Warranty – owner makes no express or implied warranties of merchantability or fitness for a particular purpose with respect to this rented equipment and hereby disclaims the same.

Shipping Delays & Malfunctioning Equipment – In the case of a shipping delay or malfunctioning Equipment, owner's only liability to Lessee is for the portion of Rent applicable to the time period that the Equipment was nonfunctioning or delayed in transit. owner shall not be responsible for any consequential or incidental damages resulting from malfunctions or shipping delays.

Taxes or Duties – The Lessee agrees to keep the Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, renter agrees to reimburse owner in full for those charges.

Ownership – The Equipment remains at all times the sole and exclusive property of owner. The Lessee has no rights or claims to the Equipment. owner does not have or make any claim to images, video, or sound recordings made by the Lessee while using the Equipment.

Severability and Governing Laws – Lessee agrees to comply with all state, local, and federal regulations when using the equipment.

Lessee agrees to a background check, credential verification, and credit check by owner. Lessee agrees not to export any of the leased equipment outside of the European Union (EU) and to read and comply with the restrictions below.

Export Regulations:

It is the Lessee's responsibility to request and obtain export licenses for the export of the subject items if applicable, and to ensure that the requirements of all applicable laws, regulations and administrative policies are met.

Sales or transfers to entities on the List of Debarred Parties, Denied Persons list and Embargoed Countries are strictly prohibited.

Compliance

- 1.) I understand that these products and technologies can be subject to one or more of the export control laws and regulations of the EU and its countries and that they fall under the control jurisdiction of your local authorities. I understand the NightTec privacy policy.
- 2.) I understand that it is unlawful to export, or attempt to export or otherwise transfer or sell any hardware or technical data or furnish any service to any foreign person, whether abroad or in the European Union.
- 3.) I understand that I am responsible for compliance with any and all EU and local export controls and regulations.
- 4.) I understand I am renting or purchasing this equipment for use in the EU only.
- 5.) I understand that these items will not be exported outside the EU.
- 6.) I am a citizen of the EU in good standing with all local, state, and federal law enforcement agencies and am not under indictment for any crime.

Documents – The renter must be able to present a valid photo ID and address for the contract. If this can not be presented, no output of the device.

Place of Jurisdiction – This rental agreement is written according to the laws of the Bundesrepublik of Germany. Place of court in any legal dispute will be the Bundesrepublik of Germany.

NAME: _____

ADDRESS: _____

TIME FRAME: _____

ITEM: PVS-14 Kit Green Phosphor ()
PVS-14 Kit White Phosphor ()

ACCESSORIES: Pelican Case ()
Jarm ()
Mount ()
Protection Lens ()
Battery ()
Miscellaneous ()

VALUE: _____ €

Name in block letters (owner)

Signature (owner)

Name in block letters (Lessee)

Signature (Lessee)

Date, Location of hand-off
