



DP GADGET (004728359-X)
Block B-G-27, Merchant Square Tropicana,
Jalan Tropicana Selatan 1,
PJU 3 Tropicana,
47410 Petaling Jaya, Selangor Malaysia

dpgadgetservices@gmail.com | +603 7887 1681

RENTAL POLICY

Term of Agreement. The party does bind themselves to the terms of this Agreement in regard to all equipment rented by Customer from DP Gadget from the date of this Agreement until terminated, modified, or replaced.

1. Use of Rented Equipment.

The equipment leased shall only be used by Customer from DP Gadget for the date of Agreement until terminated, modified or replaced.

2. Customer Rental Information.

All official quotes and rentals from DP Gadget, must be provided with the following project, company and/or customer and billing information;

2.1 Project Information

- Project Title
- Project Date/s and Duration

2.2 Company Information

Refers to the production company and/or other organisations affiliated with the said project.

- Company Name
- Address
- Tel/Fax
- Email Address

2.3 Producer Information

Refers to the main contact person leading the said project and contact for issuing billing.

- Name as per NRIC
- Contact Number
- Email Address

Independent projects unassociated with any production company and/or organisations that are unable to provide information listed in 2.2, will be required to provide a copy of the renters **NRIC** or **Passport** and other relevant personal information as listed above in 2.2 and 2.3.

3. Rates & Payments

Unless otherwise agreed to in writing by an authorized agent of DP Gadget, the price listed in the DP Gadget Rental List in effect at the time Customer receives rental equipment shall be controlled.

3.1 Equipment Rates

Rental rates are subject based on the rates provided officially issued by DP Gadget. Long term rental durations will be calculated and billed four (4) days if rental duration is a cumulative of seven (7) **consecutive** days. Remaining day(s) of the total rented period will be subject to the daily rate.

3.2 Service Rates

Crews and any form of manpower offered by our company is billable for each hired day (12 hours). Over time will incur additional charges calculated for every additional hour.

3.3 Payments

Customers shall pay for the services and/or equipment (including damage and/or loss of equipment) provided by DP Gadget. All payments must be made within **thirty** (30) days of the issued invoice date unless agreed otherwise.

In the event Customer fails to pay DP Gadget all amounts which become due or fails to perform its obligations hereunder, and DP Gadget refers such matter to an attorney or collection agency, Customer agrees to pay, in addition to the amounts due, any and all costs incurred by DP Gadget as a result of such action, including reasonable attorneys fees.

4. Cancellation Fees.

In the event any form of cancellation is made in less than 24 hours, a penalty fee amounting to **half** the total rental order would be implemented should the customer fail to inform DP Gadget within the said time frame.

5. Warranty of Authority.

Renter hereby warrants that any person which it directs or allows to receive equipment from DP Gadget and who shall sign for acceptance of said equipment is authorized by Renter to do so.

Customer herein waives any obligation on the part of DP Gadget to confirm said person's authority to act on behalf of Renter.

6. Inspection of Equipment. The customer acknowledges that Customer's agent (as defined in paragraph 5 above) by executing a Rental Checkout Sheet for particular equipment warrants on behalf of Customer that the equipment has been examined and tested by Customer and that the same is in good working order and condition.

7. Collection and Returning hours.

Renter hereby have to adhere to DP Gadget as per office hours for collection and returns unless stated or agreed otherwise.

8. Maintenance of Equipment.

The Renter agrees to keep and maintain all of the rental equipment in good condition and

assumes full responsibility for all the equipment and supplies until the rented items are returned. The Renter agrees not to remove, cover, alter or deface any tags, serial numbers or nameplates on the equipment.

9. Insurance.

Rental of specified equipment will require hire of our staff as technician or other technical crewing positions for the insurance coverage during transit and usage on set in which the renter will be notified upon inquiring, requesting quote or making rental order.

10. Other Rules

The Renter agrees not to allow the usage of the equipment of an unauthorized personnel.

The Renter agrees not to use the equipment in a way to disturb Peace in the surroundings or in the environment.

The Renter agrees not to use the equipment in violation of law.

11. Indemnification and Hold Harmless.

The Renter agrees to assume full responsibility and liability for the safekeeping and return of all rented equipment accepted by Renter as shall be set forth in DP Gadget Rental Checkout Sheet. Renter Agrees to indemnify and hold harmless DP Gadget and any other persons to which DP Gadget itself may be responsible to indemnify and hold harmless, from any and all liability, claims, damages, costs and expenses arising from Customer's use, misuse and/or possession of the rented equipment.

12. Returned Equipment.

Acceptance by DP Gadget of the return of rented equipment does not waive any claims that the company may have against the Renter for patent, latent or hidden damage to the equipment.

DP Gadget shall have a reasonable period of time after return of said equipment to discover said damages.

13. Inspection/Repossession of Equipment.

The Renter agrees to admit any employee or agent of DP Gadget to enter the premises upon which equipment is kept for the purposes of checking the condition of the company's equipment and/or for repossessing the equipment in the event the Customer is in default of any term of this Agreement whatsoever.

14. Exclusive Possession/Non-Assignability of Lease.

The renter shall not sublease or loan the equipment or assign this Agreement to any other persons, firms or corporation and said equipment shall at all times remain under the immediate, exclusive control and direction of the Customer.

15. Exclusion of Warranties. Customer herein acknowledges that all equipment to be rented from DP Gadget will be as a result of customer's sole selection, discretion and opinion as to the equipment which it requires. All equipment is accepted by the customer "as is". No warranties or representation are made by DP Gadget of any type or nature whatsoever, expressed or implied, regarding the performance of cameras, services, supplies or other equipment rented. DP Gadget herein expressly excludes any and all warranties, guarantees, expressed or implied, statutory, by operation of law, or otherwise, including any implied warranties of merchantability or fitness for a particular purpose.

In no event, under no circumstances, shall DP Gadget be responsible or liable to customer or anyone else for any damages, including lost profits, lost savings or other direct or indirect incidental or consequential damages arising out of the use or inability to use any equipment rented or the alleged breach of any agreement described herein, even in the event that DP Gadget or DP Gadget agents have been advised of the possibility of such damages.

16. Construction. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall be binding with the same effect as if the void parts were not included.

CUSTOMER DOES HEREIN WARRANT THAT ITS AUTHORIZED AGENT HAS READ THE TERMS OF THIS AGREEMENT, UNDERSTANDS THE SAME AND DOES SIGN IT ON BEHALF OF CUSTOMER AS CUSTOMER'S FREE ACT AND DEED. THE BELOW SIGNOR FOR CUSTOMER DOES HEREIN WARRANT THAT HE/SHE IS DULY AUTHORIZED TO BIND CUSTOMER TO EACH AND EVERY TERM OF THIS AGREEMENT.