

Rental Agreement

This is a rental agreement for moveable property made available to consumers and users of the website provided by GEAR GARAGE (Pty) Ltd, a private company registered and incorporated in terms of the rules and regulations of the Republic of South Africa.

Definitions:

“Company” means GEAR GARAGE (Pty) Ltd.

“User”/“Consumer” means persons who engage and make use of the facilities provided for by the company.

“Equipment” means the specific camera equipment and accessories that is to be leased by users of the company’s website as between those users.

“Lessor” means a user of the company’s website who makes equipment available for rent, and rents that equipment to another user of the company’s website.

“Lessee” means the party leasing the equipment from the Lessor.

This rental agreement is only binding between the Lessor and Lessee, hereinafter collectively referred to as the “Parties” and the Company is in no way responsible for breach of the agreement between the Parties. Parties acknowledge that the company’s responsibility is to only make available the online platform for users and consumers to rent equipment from one another through use of the company’s website.

This Equipment Rental Agreement (“Agreement”) is made and effective by the Lessee signing this Agreement and the payment of the rental invoice by the Lessee on the site prior to collection of the Equipment, by and between the Parties. The Lessor desires to Rent to the Lessee, and the Lessee desires to Rent from the Lessor, certain tangible personal property, which will be described in detail below. Now, therefore, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. Lease

The Lessor hereby Rents to the Lessee, and the Lessee hereby Rents from the Lessor, described Rental Equipment (the “Equipment”) as shown in your bookings tab or Vendor Dashboard. The Lessor warrants that the Lessee has the right to Rent or Lease the equipment, as provided in this Agreement.

2. Description of the Equipment

As stipulated under “Order’s” in the Vendor Dashboard or “Bookings” in the Renter’s account.

3. Lease Term, Rent and Deposit

The term of this Agreement shall commence on the start date described in the invoice and shall expire on the finish date shown in the invoice. The amount payable for the Equipment shall be paid in advance in full.

4. Inspection

The Equipment is to be inspected and cleaned by the Lessor before collection by the Lessee or its representatives or agents thereof. The Lessee, its representatives or agents shall inspect the leased equipment at the time of collection and accept delivery of the items in the condition they are in by acknowledging their satisfaction in this regard. In the event that the Equipment appears damaged on collection by the Lessee after inspection thereof, the Lessee shall immediately notify the Lessor of such defects or damage and the parties shall negotiate mutually agreeable solution.

5. Use

The Lessee shall use the Equipment in a careful, reasonable and proper manner and shall comply with and conform to all national, provincial, municipal, police and other laws, ordinances and regulations of the Republic of South Africa ("South Africa") in any way relating to the possession, use or maintenance of the Equipment. Should the Equipment be utilized in a country other than South Africa, such laws, ordinances and regulations specific to that country shall also be complied with. the Lessee agrees to keep all Equipment housed and properly sheltered at all times and shall be held for any loss or damage to same if not kept under these conditions.

6. Repairs and Maintenance

The Lessor, at its own cost, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order. The Lessee shall not repair or materially alter the physical or otherwise makeup of the Equipment in any way. The Lessee is permitted to make changes in the settings of the equipment.

7. Damage, Loss and Insurance

The Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. The Lessee, while in possession of the Equipment, shall be responsible for maintaining adequate insurance on the Equipment, with losses payable to the Lessor, against damage, loss, fire, theft, collision, and other such risks as are appropriate and specified by the Lessor.

In the event of loss or damage of any kind whatsoever to the Equipment, the Lessee agrees to immediately contact the Lessor with an accurate description of the loss or damage and the circumstances of its occurrence. If required by the Lessor, the Lessee shall furnish a sworn Affidavit to that effect.

The Lessor expressly reserves the right to choose the repair method and venue, within reasonable market value terms. The Lessee agrees to be bound, legally and otherwise, by

the report of the Lessor's chosen repair venue as to the cause of the damage to the Equipment.

The Equipment, unless the Lessee otherwise informs the Lessor, shall be deemed to be "lost" when Lessee has failed to return the Equipment to the Lessor within 7 (seven) days of expiration of the rental period. After thirty (30) days, the Lessee shall pay to the Lessor one hundred percent (100 %) of the replacement value of the Equipment, in terms of the Lessor's insurance.

In the event of loss or damage of any kind whatsoever to the Equipment, the Lessee shall, at the Lessor's option:

- i. Place the same in good repair, condition and working order; or
- ii. Replace the same with like Equipment in good repair, condition and working order; or
- iii. Pay to the Lessor the insurance excess on the Equipment, as set forth above.

8. Out-of-Stock Equipment and Multiple Equipment Orders.

Lessor shall make the Equipment available to the Lessee as it becomes available, in terms of the Lessee's order. Where the Equipment the Lessee ordered is out-of-stock, delaying fulfilling the Lessee's order, the Lessor shall keep the Lessee informed of any such Equipment and shall, as far as possible, negotiate a mutually agreeable solution with the Lessee.

For a multiple Equipment order, the Lessor will make every attempt to make available to the Lessee all the Equipment contained in the order at the same time. Equipment that is unavailable at the time of collection may be collected as they become available, unless the Lessee notifies the Lessor of their alternate wishes to this end, or a mutually agreeable solution is negotiated with the Lessee.

9. Surrender

Upon the expiration or earlier termination of this Agreement, the Lessee shall return the Equipment to the Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone is accepted. The Lessor's acceptance of the Equipment upon return by Lessee shall not represent the Lessor's acceptance as to condition of Equipment and the Lessor reserves the right to make a subsequent assessment regarding the condition of the Equipment.

10. Taxes

The Lessee shall keep the Equipment free and clear of all levies, taxes, duties, liens, charges and other encumbrances. The Lessee shall report to the Lessor, pay and discharge all levies, taxes, duties, liens, charges and other encumbrances arising from the Lessee's use or operation of the Equipment. In the event that such are levied against the Lessor, the Lessee agrees to reimburse the Lessor in full for those charges.

11. Indemnity

The Lessee shall indemnify the Lessor against, and hold the Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Lessee's use of the Equipment. This specifically includes but is not limited to loss of data and Equipment failure on the Equipment provided by the Lessor. The Lessee indemnifies the Lessor against any liability and/or claims resulting from the use, failure or malfunction of the leased equipment and further the Lessee assumes all liability that may arise from the use failure or malfunction thereof. On accepting this lease agreement the Lessee takes full responsibility for lost, damaged or stolen equipment and understands and accepts full liability for any amount/s due for any Insurance rates applicable.

12. Default

Late returns are subject to a fee of one day's rental fee per day late. If the Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if the Lessee fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by the Lessee, the Lessor shall have the right to exercise any one or more of the following remedies:

- i. To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.
- ii. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- iii. To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee hereby waives any and all damages occasioned by such taking of possession.
- iv. To terminate this Agreement.
- v. To pursue any other remedy at law or in equity.
- vi. To charge interest at twenty percent (20%) per annum on amounts due which is to be compounded monthly.

13. Ownership and Assignment

The Equipment is, and shall at all times be and remain, the sole and exclusive property of the Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

The Lessee shall not assign or transfer this Agreement or its interest in the Equipment without the prior written consent of the Lessor.

14. Additional Documents

If the Lessor wishes to request additional documents pertaining to the Lessee's personal information, such as ID Documents and proof of address, they can do so by contacting Gear

Garage directly, with Gear Garage maintaining the right, access and sharing of this information as is stipulated in their privacy policy.

15. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation preceding the date of this Agreement. This Agreement may be modified in writing and must be signed by both the Lessor and the Lessee.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

16. Disclaimer

Every effort is made to assure that descriptions and prices of Equipment are correct. The Lessor reserves the right to correct errors as needed. All prices and availability are stated and chosen by the Lessor, and are subject to change without notice unless that gear which is to be changed is currently booked by another Gear Garage user.

17. Governing Law

This Agreement shall be construed and enforced according to laws and regulations of the Republic of South Africa.