

## EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the "Lease") is made and effective by clicking on the "I agree, submit this order" button, as of [Effective Date] (the "Effective Date"), by and between Go Documentary LLC, a Texas Limited Liability Company ("Lessor"), and current user ("Lessee"). By clicking on the "I agree, submit this order" button, Lessee agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether or not Lessee has read them. Lessor may at its sole discretion modify this Equipment Lease Agreement and all the Terms and Conditions therein at any time. By clicking on the "I agree, submit this order" button, Lessee indicates acceptance of the modified Terms and Conditions. NOW, THEREFORE,

### 1. DISCLAIMER

Every effort is made to ensure that all descriptions and prices are accurate. Lessor reserves the right to correct any errors as needed. All prices and availability are subject to change without notice. Go Documentary LLC reserves the right to refuse service for any reason. Additionally, if videos contain sexually explicit acts or depict illegal activities, Go Documentary LLC will not provide editing services for these videos.

### 2. LEASE OF EQUIPMENT

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment ("Equipment"): shown above in the "Contents" area during checkout.

### 3. PAYMENT

The payment, along with any applicable deposit, must be paid in full and in advance.

### 4. DELIVERY OF EQUIPMENT

Lessee agrees to cover both outgoing and return shipping costs at the time of the initial transaction, unless otherwise agreed upon by both parties.

1. Lessor cannot guarantee a specific delivery time or date. Any shipping times provided by Lessor are merely estimates.
2. Lessee utilizing shipping methods other than those arranged by Lessor is a violation of these terms and may result in the application of late fees.
3. Equipment must be shipped no later than 2 days after rental period ends.

### 5. TERM

The lease term with Go Documentary LLC will begin on the later of either the date the shipping carrier indicates the first delivery attempt or the first day of the rental period **as shown on the order receipt**. The lease term will end upon the expiration of the number of days specified on the order receipt. The equipment must be returned to the designated shipping carrier by the end of business on the final day of the lease term.

### 6. CANCELLATION BY LESSOR

Lessor reserves the right to cancel any order, for any reason, at any time before the delivery takes place.

### 7. CANCELLATION BY LESSEE

Lessee may cancel an order at any time and for any reason up until Lessor transfers possession of the equipment to the shipper.

### 8. LATE RETURNS

Late returns are penalized a maximum daily penalty equivalent to 50% of the daily rental rate for the equipment. Any penalties will be charged to the Lessee's form of payment on file with Lessor.

1. In the event the rental is not returned **7 days after the due date** and Lessor 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.
2. If Lessor is unable to collect penalties or the replacement value of the equipment after 7 days, the Lessee shall be considered to be in Default.
3. Lessor reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.

**9. OWNERSHIP** Except for the Lessee's rights of use under this Lease, the Equipment is and will remain the exclusive personal property of the Lessor, even if installed in or attached to real property by the Lessee. Payment of the rent does

not give the Lessee any equity interest in the Equipment. The Lessee has no interest in the Equipment except as expressly set forth in this Lease.

#### **10. CARE, USE, AND MAINTENANCE OF EQUIPMENT**

Lessee shall use the equipment in a careful and proper manner and shall comply with all applicable laws, ordinances, and regulations relating to the use or possession of the Equipment. Go Documentary LLC is not responsible for any damage to the Equipment or for any injury to any parties resulting from the use of the Equipment. Lessee shall keep the equipment in good condition and manage all necessary repairs and replacements at its own cost and expense. Lessee may not make any alterations or additions to the equipment without the Lessor's prior written consent. Lessee may not assign, sublease, or transfer the equipment without the Lessor's prior written consent. If the equipment undergoes any significant modifications, the Lessee will be responsible for all reasonable costs incurred by Lessor in restoring the equipment to its original condition. The Lessee assumes and bears the entire risk of damage to the equipment from any cause, except for damage occurring while in the possession of the shipper, during the term of the lease. Unless the Lessee reports any pre-existing damage to Lessor within 24 hours after taking possession of the equipment, it will be assumed that any damage occurred during the lease term. If there is a dispute regarding whether the damage occurred while in possession of the shipper, the equipment will be sent to an external repair facility. The opinion of the repair facility regarding the cause of the damage will be binding on both parties. In the event of damage, Lessor will choose the repair method and venue, within reason. If an external venue is chosen for repair, the Lessee will be responsible for the total cost of the repair, if commercially reasonable. Lessor may opt to repair the equipment in-house, in which case the Lessee will be responsible for the reasonable expenses for parts and labor. The Lessee's form of payment will be charged the amount of repair expenses owed to Lessor. If the charge cannot be successfully processed within 24 hours, the Lessee will be considered in Default. At the discretion of Lessor, a cleaning fee may be charged if any of the following substances need to be removed from the equipment upon return:

- Smoke
- Mud or dirt
- Chalk or powder
- Sand
- Any other matter that must be removed before the Equipment can be placed back into inventory.

#### **11. LOSS OF EQUIPMENT**

The Lessee assumes and will bear the full risk of loss of the Equipment from any cause during the term of the Lease.

1. Lost or Stolen Equipment – If the Equipment is reported as lost or stolen by the Lessee during the Lease term, the Lessee is responsible for reimbursing the Lessor for the replacement value of the Equipment.
2. Lessor will charge the Lessee's payment method for the amount required to replace the lost or stolen Equipment.
3. If the Lessee's payment method cannot be successfully charged within 24 hours, the Lessee will be considered in Default.
4. Unreturned Equipment – If the Equipment is not returned within seven days after the lease term expires, the Lessee will be responsible for the replacement value of the Equipment.
5. In case of a dispute over whether the Lessee returned the Equipment:
6. If the tracking information for the return shipping label provided by the Lessor does not indicate that the Shipper has picked up the Equipment, and the Lessee does not have a drop-off receipt, the Equipment will be considered as not returned.
7. If the Lessee uses an unauthorized shipping method, not prearranged by the parties, and the Equipment is lost during transit as a result, it will be deemed unreturned. In such cases:
  1. Lessor will charge the amount owed for the replacement of the unreturned equipment to Lessee's payment method.
  2. If Lessee's payment method cannot be successfully charged within 24 hours, Lessee will be considered in default.

#### **12. SHIPPING DELAYS & MALFUNCTIONING EQUIPMENT**

In the event of a shipping delay or malfunctioning equipment, Lessor's sole responsibility to Lessee is limited to the Rent corresponding to the duration during which the equipment was nonfunctional or delayed in transit. Lessor is not liable for any consequential or incidental damages arising from malfunctions or shipping delays.

### **13. DEFAULT**

In case of default, all outstanding amounts owed by Lessee to Lessor become immediately due. Additionally, in the event of default, Lessee is responsible for reimbursing Lessor for any reasonable expenses incurred in attempting to recover the owed amount, including collection fees and attorney's fees. Lessor retains the right to pursue all available civil and criminal actions against Lessee, which may include reclaiming possession of the equipment, obtaining owed amounts from Lessee's payment method, engaging external debt collection agencies or private investigators, filing criminal charges, and pursuing any other civil remedies. These remedies are not exhaustive.

### **14. MISSING ACCESSORIES**

If any accessories (such as dive case, mounts, tripods, bags, etc.) are found to be missing, Lessee assumes full liability to Lessor for the replacement cost of these items.

### **15. LIABILITY**

Lessor does not accept responsibility, and the customer agrees to indemnify Lessor against any liability or claims arising from the use or malfunction of the equipment. Lessee assumes all liability that may result from the use or malfunction of the equipment. GoPro cameras are marketed as waterproof up to depths of 33ft without requiring a protective housing. However, Lessor strongly advises using the waterproof housing whenever the camera will be submerged in water, as an added precaution against potential leaks from the battery door. Lessee assumes full responsibility for any equipment damaged by water.

### **16. TAXES AND FEES**

Lessee agrees to ensure that the Equipment remains free from any taxes, duties, liens, or other financial obligations. Should any such charges be imposed on the Equipment, Lessee agrees to fully reimburse Lessor for these expenses.

### **17. SEVERABILITY AND GOVERNING LAWS**

This document constitutes the entire agreement between Lessor and Lessee. If any part of this agreement is deemed unenforceable, the remaining provisions shall continue to be valid and enforceable. This agreement shall be governed by the laws of the State of Texas. Lessor and Lessee agree that any dispute arising from this Lease shall be exclusively adjudicated in the United States District Court for the Southern District of Texas.