

Terms of Service and Rental Agreement

By renting equipment from BDP, Renter signifies that he or she has read, understood, and agrees to be bound by the terms of this Rental Agreement ("Agreement").

DEFINITIONS

THE FOLLOWING DEFINITIONS SHALL APPLY TO THIS AGREEMENT

1. "BDP" means Bali Drone Production and its employees/agents.
2. "Drone" means the drone that has been rented by Renter from BDP including battery, camera, remote control and propellers.
3. "Equipment" means the Equipment that has been rented or purchased by Renter from BDP including but not limited to drones, SD cards, cameras, batteries, goggles, and video products.
4. "Rental Period" means the period of time that the Renter has been authorised by BDP to use the Drone.
5. "Renter" means the person that signs this Agreement.

AGE AND ELIGIBILITY

By entering this Agreement, you represent and warrant that you are 18 years old or older, and that you agree to abide by all of the terms and conditions of this Agreement. A rental Agreement entered in by anyone under 18 is unauthorised and in violation of these Terms of Service.

RENTER'S RESPONSIBILITIES

1. Renter will not: (a) allow any other person to operate the Drone; (b) operate the Drone or Equipment in violation of any laws or for an illegal purpose; and (c) operate Drone or Equipment in a negligent manner or in a manner inconsistent with equipment instructions.
2. Before using a Drone or any Equipment, Renter agrees to read and become familiar with all Equipment instructions and to operate the Drone and Equipment only as directed in instructions.
3. Renter agrees to return all rented Drones and Equipment in the same condition and packaging method as it was initially received by the Renter, minus normal wear and tear.
4. Renter shall be responsible for missing packaging and Drone or Equipment damage or loss, including damage or loss incurred due to Renter's improper packaging and handling of Drone or Equipment.

The renter

5. Once Renter signs the agreement, responsibility of any rented Drones or Equipment shall be considered transferred to and remain with Renter until Renter returns the Drone and Equipment to BDP. During this time, Renter shall be held responsible for any damage, loss or theft of Equipment.

RENTER AUTHORISES BDP TO CHARGE RENTER'S CREDIT CARD CHARGE FOR DAMAGED OR LOST EQUIPMENT

AUTHORISED CREDIT CARD CHARGE:

By renting a Drone and Equipment from BDP, Renter authorises BDP to charge up to 1.5x the original retail value of Drone and Equipment if the Renter damages or fails to return the Drone or Equipment.

INSPECTION OF DRONE AND EQUIPMENT AND DAMAGE CLAIMS:

BDP shall inspect rented Drone and Equipment for damage upon return. BDP agrees to make any damage claims within 72 hours of Renter's return of Drone and Equipment. If a damage claim is made the damage amount will be assessed, and after assessment/repair has been performed, the full replacement or repair will be charged to Renter's credit card.

DAMAGED DRONE AND EQUIPMENT

1. If the Renter receives a faulty or damaged Drones or Equipment, Renter can receive a refund or exchange equipment by notifying BDP within four (4) hours of checking out a faulty/damaged Drone or Equipment. If no notification is received by BDP within this four (4) hour period, it shall be assumed the Drone and Equipment was fully functional and in good working order when it was checked out to the Renter.
2. Renter will be charged for any damages sustained by the Drone and Equipment while in the custody of Renter, the total cost of which shall not exceed the original retail cost of the damaged Drone or Equipment.
3. Renter shall not alter or attempt to repair Drone or Equipment. Doing so will make Renter liable for any damages sustained to Drone or Equipment through attempted repair or for any liabilities or injuries that may later arise with the Drone or Equipment. This provision shall survive termination of this agreement.

The renter

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RENTAL PERIOD AND LATE FEES

SINGLE DAY RENTAL PERIOD:

A single day rental period runs from the pickup time the day of the rental to the following day at the same time (24H).

LATE FEES:

Late fees will begin to accrue at a rate of \$0.50/minute once the Rental Period has expired but will not exceed 1.5x the current day rental rate so long as the Drone and Equipment is returned by 4:30 p.m. that day. For every day thereafter, Renter will incur a late fee of 1.5x the current full day rental rate.

If the Renter anticipates that he will not be able to return the drone on time, the Renter may contact BDP and, with BDP's consent, purchase extra rental time so long as contact is made at least two hours before the drone is supposed to be returned. BDP is under no obligation to consent to allowing the Renter to purchase extra rental time.

A Renter who is more than five (5) days late without prior arrangement from BDP will be charged for the full replacement cost of the rented Drone and Equipment. The five (5) days of late fee charges are not credited towards the full replacement charge.

VIDEO FOOTAGE

BDP is not responsible for any SD cards, video equipment, or other personal property left by Renter.

CANCELLATION AND REFUNDS

RESERVATION CANCELLATION:

Renter shall be entitled to a full refund if BDP receives an email requesting cancellation at least 24 hours before the scheduled Rental Period. The Drone and Equipment rental rate is non-refundable if cancellation occurs less than 24 hours before the scheduled Rental Period. The Equipment Protection Plan fee is always fully refundable provided the Equipment has not yet been used by the Renter.

Refunds are otherwise given solely at BDP's discretion.

FAMILIARITY WITH AND OBEDIENCE TO LAWS

RENTER WILL NOT USE A DRONE OR EQUIPMENT FOR ANY ILLEGAL PURPOSE.

Renter is responsible for obeying any and all local, state and federal laws regarding the usage and operation of Drones and Equipment. Renter accepts full responsibility for any criminal liability, and/or civil damages caused by Renter's use or misuse of Drones or Equipment. Renter indemnifies BDP for any liability caused by Renters use or misuse of Drones or Equipment

The renter

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INDEMNITY AND RELEASE OF LIABILITY

1. Regardless of BDP's insurance coverage, Renter shall fully indemnify BDP for any loss, damage, and legal actions, including reasonable attorneys fees that BDP suffers due to Renter's negligent use or wilful misuse of Drone or Equipment during the term of this Agreement, including but not limited to, damage to the Drone or Equipment, damage to the property of others, injury to Renter, and injury to others.
2. Renter releases BDP for liability to any damage to person or property, or invasion of privacy, whether unintentional or intentional, or any other mishap that may occur during Renter's Rental Period.
3. Renter accepts full responsibility for damage or injury to people or property including that which may be sustained by Renter.
4. These indemnity and release of liability provisions will survive the termination of this Agreement.

CONFLICT OF INFORMATION

If there is a conflict between this rental Agreement and any other communication or information given by BDP to Renter, this Agreement shall take precedence.

CHOICE OF LAW

This Agreement shall be governed and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this agreement.

ASSIGNMENT

Without BDP's express written permission, Renter may not assign or transfer his or her rights under this Agreement, or delegate the performance of any of his or her duties under this Agreement.

ENTIRE AGREEMENT

1. These terms represent the entire agreement between BDP and its Renters. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
2. If any of the provisions in this agreement are in conflict with the law, the conflicting portions of the Agreement will be severed and the remainder of the Agreement will remain in tact.

WARRANTIES AND DISCLAIMERS

The renter

Bali
DRONE
Production

BDP provides services with a commercially reasonable level of skill and care. However there are limitations to the products and services. Other than that expressly outlined in the terms of this Agreement, BDP does not make any specific promises about the products or services. BDP makes no warranties such as implied warranty of merchantability for a particular purpose or otherwise. YOU CHOOSE TO USE BDP'S SITE, STORE, AND SERVICES AT YOUR OWN RISK.

Date of drone pickup : _____ Time : _____

RENTER INFORMATION

Full Name : _____

Address : _____

City : _____ Postal code : _____

State/Province : _____ Country : _____

Phone Number : _____

E-mail : _____

Passport/Identity card number : _____

Rented Drone/accessories : _____ Qté Battery : _____

PT.Bali drone Production

Signature and "Read and approve"

Arnaud Denisot - Director

The renter