



East Valley Astronomy Club Rental Agreement

Equipment: ZWO Seestar S50 Smart Telescope

This equipment rental agreement (the "Agreement") is made as of the **Choose an item.** day of **Choose an item.**, 2023, by and between East Valley Astronomy Club ("EVAC," or "Lessor") and **Click or tap here to enter text.**, with an address at

Click or tap here to enter text.

("Lessee") (with each of Lessor and Lessee being hereinafter referred to individually as a "Party," and collectively, the "Parties"). In consideration of the promises and mutual covenants herein, The Parties agree as follows:

1. Lessee Qualifications

Lessee represents and warrants that they are an EVAC member in good standing, and that they are properly trained and qualified to transport, handle, and operate the Equipment (as hereinafter defined).

2. Equipment

Lessor agrees to rent the following equipment, which collectively comprises the ZWO Seestar s50 Smart Telescope Kit ("Equipment") to Lessee for the Rental Period at the Rental Rate.

Imaging Kit Components

Identification	Item	Description	Replacement Cost
S50-01	Seestar Case		\$50
S50-02	Seestar s50 unit	Seestar s50 Smart Telescope	\$500
S50-03	Seestar Tripod		\$50
S50-04	Seestar Solar Finder		\$20
S50-05	USB Power Adapter		\$15
S50-06	Solar Filter Case		\$10
S50-07	Quick Guide		\$5
S50-08	Safety Guidelines		\$5
S50-09	Thumb Drive		
S50-10	Seestar Solar Filter		\$20
S50-11	2" Filter Adapter		\$10
S50-12	USB-C Power Cable		\$10
		TOTAL	\$705

3. Rental Rate

The Rental Rate for the Equipment shall be \$25 for each week of rental. If Lessee fails to return the Equipment on the End Date at the agreed upon time and location as indicated in Section 4 below, Lessee agrees to pay to the Lessor an additional amount of \$5 per each twenty-four-hour period until the Equipment is returned to Lessor.



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4. Rental Period, Termination

The rental period (“Rental Period”) will commence on **Click or tap to enter a date.** (“Start Date”) and will end on **Click or tap to enter a date.** (“End Date”). The Rental Period may be modified upon mutual written agreement of the Parties provided there is no other request to rent the telescope and rental period does not exceed four consecutive weeks. Delivery and return of the Equipment will occur at the agreed upon time and location between the Parties as specified below.

Pickup Date/Time **Click or tap to enter a date.**

Pickup Location **Click or tap here to enter text.**

Return Date/Time **Click or tap to enter a date.**

Return Location **Click or tap here to enter text.**

This Agreement shall begin on the Start Date and terminate on the End Date, unless previously terminated by one of the Parties. The Parties may choose to terminate the Agreement prior to the End Date, upon mutual written agreement of the Parties.

5. Transportation

Lessee shall be responsible for ensuring safe and appropriate transportation of the Equipment. Lessee shall be responsible for all expenses and costs associated with the pickup, transportation, and return of the Equipment.

6. Damage

Lessee acknowledges and agrees that any damage or loss of the Equipment that occurs during the Rental Period, inclusive of Lessee’s transportation, acceptance, and return of the Equipment, regardless of whether such damage or loss was caused by Lessee or third parties, is Lessee’s sole and exclusive responsibility. Additional charges shall be added in the event that the Equipment or any component of the Equipment is damaged or missing during such time, and Lessee agrees to pay such charges. Upon the conclusion of the Rental Period, EVAC will determine in its sole discretion, whether any component of the Equipment is damaged or missing. If the Equipment or any component of the Equipment is determined to be damaged or missing, Lessor agrees that the total amount of the Replacement Cost (as detailed in Section 2, *supra*) for the Equipment or any component of the Equipment will first be deducted from Lessee’s Security Deposit. In the event that the total amount of the Replacement Cost of missing or damaged Equipment exceeds Lessee’s Security Deposit, Lessee agrees to pay to EVAC any such difference within ten (10) days.

7. Care and Operation; Compliance with Laws

Lessee agrees that the Equipment will only be used and operated in a careful and proper manner, and by those in possession of the requisite skill, care, and knowledge customary of those in the industry necessary to operate the Equipment. Lessee agrees that its use of the Equipment will comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment. **Do Not Use This Telescope for Solar Viewing.**



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8. Security Deposit

In addition to the rental fee, Lessee shall pay the Security Deposit of \$300 prior to receiving the Equipment. Lessor will not cause Equipment to be rented to Lessee until the Security Deposit funds are available to Lessor.

Lessor shall be entitled to offset any Replacement Costs incurred pursuant to Section 6 from the Security Deposit. Upon the conclusion of the Rental Period, Lessee shall be entitled to the Security Deposit, less any Replacements Costs owed, as determined in Lessor's sole discretion. If any amount of the Security Deposit is owed to Lessee, Lessor shall return such funds to Lessee within three (3) business days.

9. Payment

Payment shall be made via personal checks. A \$50.00 service charge will be levied on all checks returned due to insufficient funds or for any other reason. Returned checks will not be deposited. Lessee must cover the returned check with cash, money order or certified check.

10. Equipment Inspection

Lessee agrees that it has been given the opportunity to inspect the Equipment on the Start Date and acknowledges the Equipment is in good working condition. Any exceptions to the above statement are identified below.

Description

11. Ownership

The Equipment is and shall remain the exclusive property of Lessor.

12. Indemnification; Limitation of Liability

Except for damages, claims or losses due to Lessor's acts of willful misconduct, Lessee, to the extent permitted by law, will indemnify and hold Lessor, and its agents, employees, officers, directors, members, and attorneys free and



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harmless from any and all losses, damages, liabilities, claims, including reasonable attorneys' fees for defending those claims, arising from any third party claims, actions, proceedings, investigations, or litigation to the extent such third party claims arising out of or related to Lessor's performance under this Agreement or the Equipment.

In no event shall Lessor have any liability to Lessee or any third party for any indirect, special, incidental, exemplary, punitive, or consequential damages, however caused, or for any lost data, lost profits, lost opportunity or goodwill or use, whether in contract, tort, negligence, strict liability or otherwise, arising out of, or in any way connected with this Agreement, even if such damage was foreseeable. In no event shall Lessor's collective aggregate liability arising out of or relating to this Agreement exceed the Rental Fee actually received by Lessor under this Agreement (the "Liability Cap"). Notwithstanding the foregoing, Lessee's payment obligations under Sections 3, 6, 8, 9 and 17 of this Agreement shall not be subject to the Liability Cap or included in any determination of whether the Liability Cap has been reached.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any proceeding the date of the agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement. This agreement may not be modified unless done so in writing and upon mutual execution by the Parties.

14 Attorneys' Fees

Lessee agrees that if Lessor incurs any costs to enforce any part of this Agreement due to Lessee's breach, Lessee agrees to pay such costs.

15. Governing Law

This Agreement and any disputes arising out of or relating to this Agreement will be governed by, construed and interpreted in accordance with the laws of the State of Arizona, without regard to any choice of law principle that would require the application of the law of another jurisdiction.

16. Waiver

Any delay in Lessor's enforcement of its rights under this Agreement, or any waiver as to a particular breach or other matter will not constitute a waiver of Lessor's rights to the future enforcement of its rights under this Agreement.



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17. Equipment Inspection and Return (to be completed upon return of Equipment)

Lessor has been given the opportunity to inspect all returned Equipment verifies all Equipment is in good order with exception(s) listed below. Both Lessor and Lessee to initial each line item indicating agreement on issues identified and associated cost.

Description	Cost
Total	

Returned Equipment Inspection Date: _____

Damage and Loss Fee \$ _____

Extended Rental Fee (if approved by Lessor): _____ weeks @ \$20/week = \$ _____

Late Return Fee: _____ days @ \$ 5/day = \$ _____

Total Amount Due \$ _____

Total Paid \$ _____

James Yoder
EVAC Property Manager

Lessee Signature
Click or tap here to enter text.