



Production Gear Rentals  
16140 Runnymede Street  
Van Nuys, CA 91406

Phone: 818-989-8640  
FAX: 818-989-8644

## Application for Account

### Your Company Details

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Fed Tax ID#: \_\_\_\_\_

Individual / Partner /  
Corp. Officer Name: \_\_\_\_\_

Title: \_\_\_\_\_

Social Security #: \_\_\_\_\_ DL#: \_\_\_\_\_

Home Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

PO Required?: \_\_\_\_\_ Verbal Only? \_\_\_\_\_ Hard Copy? \_\_\_\_\_

Authorized Buyer(s): \_\_\_\_\_

Insurance Co. / Agent: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## Bank Information

Bank Name: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Phone #: \_\_\_\_\_ Contact: \_\_\_\_\_

## Credit Card Information

Name on Card: \_\_\_\_\_

Mastercard/Visa / Amex#: \_\_\_\_\_

Card Expiration Date: \_\_\_\_\_

## Business References

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

**Acceptance of Terms:**

I /We agree to abide by the terms and conditions contained on the reverse side of this application, as well as the Job/Rental contract. All invoices on account must be paid within the assigned terms to receive any discount or package price, unless revised terms are granted in writing. The undersigned agrees to personally guarantee payment of all charges made under this agreement, plus attorney fees, court costs, collection costs, and /or discounts. Authorization is hereby given to obtain pertinent credit information.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Your Title (please print)**

**BUSINESS TERMS AND CONDITIONS**

**1.AUTHORIZATION**

I/We hereby acknowledge receipt of a copy of this contract and hereby represent that I/we have the specific capacity and/or authority to enter entity.

**2.TERMS/RENTAL/REPAIRS/PAYMENT**

This is a lease of the equipment, accessories and/or services collectively referred to as "equipment" described on the reverse side and not a sale conditional or otherwise. Rentee acknowledges that it has examined the equipment and it is in good working condition. Rentor guarantees all equipment to be operational when it leaves its premises and rentor cannot be responsible for rentee's failure to operate the equipment properly. The term of the lease unless otherwise specified is from day to day. If rentee fails to return the equipment by the return date specified, rentee is liable for the daily rental cost of the equipment until it is returned. Rentee agrees to pay rent within thirty (30) days after invoice and or use of the equipment. A late fee of 1.5% per month will be levied on all past due accounts.

**2a.CREDIT/CHARGE CARD CHARGES**

All charges made to credit and/or charge cards shall be final. Rentee and/or credit/charge card holder waive all rights to dispute charges with credit/charge card company and agree to resolve disputes as if the charges were made as cash payments. Any legal action brought by credit/charge card companies against rentor shall have no effect on claims for payment by rentor for disputed charges. Rentee agrees not to dispute charges with Credit Card Company.

**3.LOCATION/AUTHORIZED USE**

The equipment shall not be removed from the location shown on the reverse side and shall not be removed from these locations without rentor's written consent Rentee shall not remove the equipment from the United States to any foreign country without first having notified rentor and obtaining from rentor consent in writing for such removal. Rentee agrees that the equipment shall be used only by duly qualified employees and/or agents of the rentee. Production Gear Rentals neither assumes nor authorizes ant other person to assume for it any other obligation of liability in connection with such equipment, nor shall it be liable in any event for any injury, loss or damage directly or consequently arising out of the use or inability to use the equipment, whether used singularly or in connection with any other equipment. The equipment will be used in strict compliance with standard operating procedures prescribed for the equipment and only for the purpose of production contemplated. Except in those circumstances where labor is supplied by the rentor, rentee shall keep the equipment in its sole custody and control.

#### **4. INSPECTION**

Rentor shall have the right to inspect the equipment or observe its use at all reasonable times.

#### **5.ALTERATIONS**

Rentee shall not make any alterations, additions or improvements to the equipment without written consent of the rentor. Rentee shall not remove, or deface identification barcodes on any and all equipment.

#### **6.COMPLIANCE WITH LAWS/LABELS**

Rentee shall comply with the laws and regulations in any way relating to its use. Rentor's property labels shall not be removed, defaced or covered in any way. Rentee is responsible for removing rentee's identifying labels before returning equipment.

#### **7. DEPOSITS**

Any and all equipment shall at rentor's election be subject to a deposit charge by cash, cashiers check or credit card which shall be based upon a percentage of the value of the equipment. Rentee agrees to charge against credit card deposits herewith.

#### **8.GENERAL INSURANCE**

Rentee hereby agrees to insure the equipment with an insurance carrier for the replacement value thereof: and shall name rentor as an additional insured and loss payee and shall provide rentor with a certificate of insurance upon demand of the rentor or upon hire of the equipment. The insurance shall cover loss or damage sustained in the

Continental U.S. or abroad, in transit or otherwise. Rentee shall also be liable for any loss or damage sustained by rentor including but not limited to the daily rental value of the equipment from the pick-up date until return ,repair and/or replacement.

#### **9.RISK OF LOSS**

In addition to the insurance, Rentee shall be responsible for any loss or damage to the equipment from any cause whatever occurring after delivery to Renters and Renters acceptance of equipment and before possession of the equipment is returned to Rentor. Rentee should keep the equipment in its custody and in good condition and repair ordinary wear and tear expected. Rentees should be responsible and shall pay Rentor the repair or replacement cost for the replacement or repair any equipment damaged. Lost , stolen , missing, broken, or otherwise Accrued rental prices do not apply against purchase price.

#### **10.SURRENDER**

Upon the expiration or earlier termination of the lease, Rentee should return the equipment and all accessories (including but not limited to sensors, connectors, cable, terminations, power cords, operation, or maintenance manuals and test charts finished by Rentor) to Rentor in the same condition as at the delivery to Rentee . Ordinary wear and tear accepted Rentors acceptance of the return of the equipment is not a waiver by it of any claims it may have against Rentee nor a waiver of claims for latent or patent damage to the equipment Rentee does here by grant Rentor an option to terminate this agreement on twenty-four hours written notice by Certified Mail or personal service.

#### **11. DISCLAIMER OF WARRANTY**

Rentor makes no warranty, express or implied regarding the equipment. Including without limitations any warranty of merchantability or fitness for a particular purpose Rentor's obligation to Rentee should be limited to the repair or replacement of equipment which is defective when delivered to Rentee and Rentee agree that this shall be its sale and exclusive remedy against Rentor.

#### **12.DOWNTIME**

Rentor shall be entitled to use up to ten percent (10%) of the billed daily time on the job at its discretion for maintenance etc. without any deduction for such "Down-Time" from the total charges payable by Rentee. Rentor shall make a reasonable effort to have its equipment functioning to meet Rentee's shooting schedule: however Rentor shall not be liable for and Rentee shall indemnify and hold Rentor harmless from any and all general consequential damages suffered by Rentee or third party beneficiaries of Rentee including compensation to personal from any cause including malfunction at a job site. Rentee should notify Rentor immediately by telephone. Rentor cannot accept responsibility for malfunctions reported.

#### **14.ASSIGNMENTS/LIENS**

This Agreement and/or the equipment may not be assigned, transferred, pledged, hypo, sublet or lent by Rentee to anyone without prior written consent of Rentor. Rentor may assign this Agreement and or mortgage and or sell the equipment subject to terms.

#### **15.CANCELLATION**

Subject to payment of the final day rented or forfeiture which ever is greater.

#### **16.TIME CODE S.M.P.T.E.**

Time coding is available. However, Renter assumes no responsibility whatsoever for the performance or accuracy of this coding equipment.

#### **17.DEFAULT**

In the event Rentee shall fail to make any of the rental payment when due or shall fail to perform any other covenant or condition hereof to be preformed by Rentee or any of the events described in the following paragraph occur. Rentor may in addition to all other remedies provided by law exercise any one or more of the following with or without demand notice or legal process.

- a. Recover from Rentee all sums then due.
- b. Repossess the leased equipment (by entering upon Rentee's premises if necessary) without liability for trespass or responsibility with respect to the leased equipment or any article left in or attached to same and recover from Rentee all damages sustained by Rentor as a result thereof.
- c. Recover from Rentee in any and all damages which Renter should have sustained by reason of known-performance by the Rentee of the terms and conditions of this lease:
- d. Retain free from any claim by Rentee, all payments or other property therefore received under this lease.
- e. Recover from Rentee all expenses included by Renter protection of its rights under this agreement including without limitation. Attorney's fees , court cost, and cost of location .repossessing , repairing, reconditioning, storing the leased equipment.
- f. Recover from Rentee a credit card immediately and/or consecutively charges due until paid in full..

#### **18. BANKRUPTCY**

Neither this Rental Agreement nor the equipment assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act as amended is commenced by or against the Rentee, or if the Rentee is adjudged, insolvent, or make any assignment for the benefit of his creditors or if a writ of attachment or execution is levied on any item or items of the equipment and is not released ors satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Rentee is a party with authority to take possession or control of any item or items of the equipment Rentor shall have and may exercise any one or more of the remedies set forth in paragraph (17) hereof. This Rental Agreement shall, at the option of the Rentor, without notice immediately terminate and shall not be treated as an asset of Rentee after the exercise of said options and Rentor shall recover from Rentee any and all cost or damages associated with recovery of this equipment.

#### **19.RENTORS EXPENSES**

Rentee shall pay Rentor all cost and expenses including attorney's fees incurred by the Rentor in exercising any of its rights or remedies hereunder or enforcing any of the terms conditions or provisions herefore. This contract shall be governed by the applicable laws of the State of California, and the Rentee shall agree that any proceedings which it may institute shall be brought in the County of Los Angeles, Sate of California.

#### **20.FOREIGN USE**

Rentee shall notify Rentor if there intent is to use the equipment outside the United States. All terms contained herein do apply to equipment which is rented from Rentor and is transported to any location outside the U.S.

Regarding shipping, the Rentor will only allow shipment through an established custom broker, contracted by Rentee. Said customs broker is to register the equipment with the United States Custom using a U.S. customs form 4455. prior to the equipment leaving the U.S.A. A certified copy of the registration form must be returned to Rentor or said customs broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that the Rentee "Shall (1) return the said products described in the Carnet to the U.S.A. or (2) pay such customs duties excise taxes. And or charges which may be imposed by any country for its failure to return said product. A certified copy of the Carnet must be returned to the Rentor.

Rentor will provide an itemization of all equipment listing brand name, country of origin manufacture item, serial numbers and replacement value.

All brokerage charges and shipping charges, fees and taxes are the responsibility of the Rentee and shall be paid prior to shipping.

Returning equipment should be consigned to the originating customs broker for clearance and re-entry into the U.S. In no case is the equipment is to be shipped directly back to the Rentor. Returning shipments should contain instructions to customs broker regarding the disposition of the equipment after clearing the U.S. Customs (i.e. deliver equipment to the rental facility or to your U.S.A. address). You acknowledge that rental charges accrue for time in transit including the time equipment may be in the hands of the designated customs broker or U.S. Customs Service. You acknowledge and agree that the payment of U.S. Import Duty Taxes, which may be levied for foreign made goods is your responsibility, even though you followed the above procedures.

#### **21.SEVERABILITY**

The provisions of the contract shall be severable so that the invalidity unenforceability of waiver of any of the provisions shall not effect the remaining provisions.

#### **22.PARTIES BOUND**

This Rental Agreement shall be binding and inure to benefit of the heirs executors administrators and assignees of the parties hereto.

#### **23.CONCLUSION**

This contract contains the complete and final agreement between Rentor and Rentee and no other agreement in any way modifying any of said terms and conditions will be binding upon Rentor unless made in writing and signed by Rentor.