



The Camera House, Inc.
7351 Fulton Ave
North Hollywood, CA 91605
P: (818) 997-3802
F: (818) 997-3885

New Rental Application Packet

In order to rent any equipment with The Camera House please fill out and return the following forms:

1. New Rental Application (Page 2)

- a. It takes 48hrs to process from the time we receive a completed application with all the necessary documents.
- b. Must be filled out completely and signed by an owner or partner for the company.
- c. Must have two industry related references (examples - other rental houses, lighting, post - NOT payroll or catering).
- d. Must be filled out by the production company that is providing the insurance.

2. Terms and Conditions (Page 3 and 4)

- a. Should be initialed on each page and signed by an owner or partner for your company.

3. Recorded Content Disclaimer (Page 5)

4. Certificate of Insurance

Before ANY equipment can leave The Camera House, we must receive a VALID Certificate of Insurance that contains the following provisions:

- a. Miscellaneous Rented Equipment: Minimum limit of \$1,000,000 AND General Liability: Minimum limit of \$1,000,000
- b. The Additional Insured / Loss Payee clause must read: The Camera House is added as Loss Payee and Additional Insured.
- c. Please refer to Paragraph 7 of our Terms and Conditions for additional details.

Note: Please be sure that the new rental application matches the name and address in the "Insured" section of your insurance cert.

- 5. Prepayment** is required for any new accounts. Preferred method of payment is a check. We also accept bank wires and credit cards. In case of a credit card, there will be a 3% non-refundable service fee on any credit card charges over \$1,000.00. We have included a Credit Card Authorization (page 6) and a W9 (page 7) part of this packet.

- 6. A Purchase Order** is required for all rentals (including COD Rentals).



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New Account Application Form

Date: _____

Company Name: _____

Address: _____ Federal Tax ID#: _____

City: _____ State: _____ Zip: _____

Phone#: _____ Fax#: _____ Website: _____

Principal's Name: _____ Title or Position: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____ Fax#: _____

Principal's Name: _____ Title or Position: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____ Fax#: _____

TRADE REFERENCES: Please list 2 industry related references (other rental houses, post, lighting) Payroll or Catering are unacceptable. Must be complete with address, phone, and fax. References are required in order to rent any gear.

Company Name: _____ **Contact Name:** _____

Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____ Fax#: _____ Website: _____

Company Name: _____ **Contact Name:** _____

Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____ Fax#: _____ Website: _____

Has the Company or any of its principals ever been involved in a bankruptcy? Yes / No

If so, please explain _____

Has the Company or any of its principals ever been involved in a Legal Action? Yes / No

If so, please explain _____

Has the Company or any of its principals ever done business under another name? Yes / No

If so, please explain _____

Print Name: _____ Title: _____ Signature: _____



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Terms and Conditions

Page 1 of 2

1. **Representations, Warranties and Agreements:** Customer has selected the Equipment without relying upon any suggestion or recommendations of Rental Company and Customer understands and agrees that Rental Company assumes no responsibility for the Equipment as being fit for any particular purpose. Customer agrees that the Equipment was selected by it. Rental Company represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Rental Company is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Rental Company will be performed in a professional and competent manner; (4) Rental Company has the right to enter into the rental of the Equipment and (5) Rental Company has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as applicable manufacturer's specifications. Customer agrees as follows: (a) except as set forth in Rental Company's representations and warranties above, the Equipment is rented to Customer without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Rental Company shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Rental Company's representations and warranties above, Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Customer's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors. Customer represents, warrants and agrees that Customer has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, and manufacturer's recommendations as to the safe use of the Equipment.
2. **Testing:** Customer acknowledges that its representative has inspected and tested all Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Customer.
3. **Non-Working Equipment:** Customer shall notify Rental Company immediately of any malfunction and/or alleged damage of any Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Customer's negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such non-working Equipment or returning all Equipment and canceling this agreement should Rental Company not be able to provide substitute Equipment in a timely fashion. The rental charges for all such non-working Equipment so returned to Rental Company shall be abated from the time of acceptance and return to Rental Company. Likewise, rental charges shall accrue and be owed for any replacement Equipment.
4. **Technician/Operation:** Customer shall only allow the Equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Equipment, and should be competent with regard to the normal operation of the Equipment. Customer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Customer shall process and or view their footage and back-up their content or data in a timely manner.
5. **Risk of Loss:** Customer assumes all risk of loss whether or not covered by Customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Rental Company, its employees, agents, or contractors. Customer is deemed to have taken constructive possession of the Equipment the moment Equipment is in Customer's custody and control (i.e. Customer has picked up the Equipment from Rental Company and/or Rental Company has delivered the Equipment to Customer). In addition, if Rental Company ships the Equipment at Customer's request, Customer shall be responsible for both the risk of loss in transit and the transportation costs. Customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by Rental Company), at all locations named and unnamed, at all studios, while on Customer's premises, and while in Customer's use. Customer is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If Rental Company delivers and/or picks up the Equipment, Rental Company will be responsible for the risk of loss in transit while the Equipment is in the custody of Rental Company and Customer will be responsible for transportation costs.
6. **Storage:** Customer bears the risk of loss for all property not provided by Rental Company (including but not limited to camera(s), props, sets, and wardrobe) stored and/or transported by Rental Company for Customer's ultimate use. Rental Company shall be acting as the agent of Customer in storing and/or transporting property which belongs to third parties.
7. **Insurance:** Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment and/or Vehicles rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. All Vehicles shall be insured at actual cash value. In addition, all Equipment and Vehicles shall be insured for actual verifiable loss of use of the Equipment or Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/or replaced not to exceed 90 days). Customer shall deliver to Rental Company evidence of Customer's insurance coverage prior to Customer taking either constructive or actual possession of the Equipment and/or Vehicle(s). Customer will forward a Certificate of Insurance evidencing Customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Rental Company that complies with coverage requirements as enumerated within this rental agreement.
 - a. **Property Insurance:** Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to Rental Company before any policy shall be modified or cancelled. In determining whether the Equipment (not including Vehicles) shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. Rental Company will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s).
 - b. **Liability Insurance:** Customer shall name Rental Company as an additional insured on their liability insurance. Customer's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000 (Note rented Vehicle(s) will only be driven by licensed driver(s) employed by Customer). IF VEHICLE IS PROVIDED WITH A DRIVER EMPLOYED BY THE RENTAL COMPANY THE RENTAL COMPANY WILL PROVIDE THE PRIMARY AUTOMOBILE LIABILITY INSURANCE ON THE VEHICLE AND PROOF OF WORKER'S COMPENSATION INSURANCE.

Initial: _____

- c. **Rental Company Insurance:** Rental Company will maintain their own insurance program consisting of not less than: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including owned, non-owned and hired vehicles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate, Miscellaneous Equipment and Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000 Covering Claims arising out of the operations of Rental Company. Rental Company will provide Customer evidence of the Coverage enumerated herein upon their request with an insurance carrier acceptable to the Customer.
- d. **Primary Coverage:** Customer's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Customer's insurance carrier shall agree that the rights of Rental Company under Customer's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Customer, other than non-payment of premium. Customer shall remain primarily liable to Rental Company for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Customer's insurance, as required by this agreement, shall allow Rental Company to immediately and automatically terminate this agreement, at its option.
- 8. **Missing and Damage:** Rental Company shall provide Customer (with a copy to the accounting department of Customer and another department or person if otherwise designated) with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned to Rental Company. Rental Company upon receipt of the compilation of the repair or replacement cost estimates will forward these estimates to Customer. Customer shall have the option of making arrangements with Rental Company to have their crew member(s) verify the Equipment physically returned to Rental Company at a time that is mutually agreeable within the first day of return.
- 9. **Clearing of Data:** Customer is responsible for clearing any and all images (in any form) prior to the return of the Equipment to Rental Company, and Customer authorizes Rental Company to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to Rental Company. It shall be the sole responsibility and obligation of Customer to arrange for the safeguarding and storage of Customer's images, content or data prior to the return of the Equipment to Rental Company.
- 10. **Title:** Customer specifically acknowledges Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from Rental Company's acts. Customer may not assign or pledge the Equipment.
- 11. **Default:** In the event that Customer (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required under Section 7 above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property, or has an involuntary petition in bankruptcy filed against it, Customer shall be in default hereunder. Upon such default, Rental Company may, in its sole discretion, terminate this rental agreement and, and to the extent permitted by law, immediately repossess the Equipment without any prior notice to Customer, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Customer hereby grants to Rental Company the right and permission to lawfully enter the Customer's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur as a result of such entry.
- 12. **Indemnity:** Customer agrees to indemnify, defend and hold harmless Rental Company and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Customer, Customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. Rental Company agrees to indemnify, defend and hold harmless Customer and its officers, employees, agents and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Rental Company's negligence or willful misconduct of Rental Company, or that of Rental Company's employees, agents, or contractors, Rental Company not having the right to rent the Equipment or Rental Company's failure to maintain insurance enumerated in 7c above. This indemnification shall survive the term of the rental agreement.
- 13. **Entire Agreement:** Customer agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Rental Contract together with these Terms and Conditions constitute the entire agreement between Rental Company and Customer. In the event of conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Customer is a corporation or other entity, the person executing the Rental Contract represents and warrants that he/she has full power and authority to execute the Rental Contract on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. Customer acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.
- 14. **Governing Law:** This rental agreement has been entered into in the State of California and shall be governed by laws of the State of California, without reference to any conflicts of law principles. Customer and Rental Company agree to the State of California having the sole jurisdiction to govern any and all disputes arising between Customer and Rental Company as respects the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.
- 15. **Definitions:** As used in the Rental Contract and these Terms and Conditions, the following terms have the following meanings: "Customer" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; "Equipment" shall mean all equipment and/or vehicle(s) so listed in the Rental Contract; "Rental Company" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; and, "Vehicle" shall mean those motorized and other means of conveyance so listed in the Rental Contract.

BY SIGNING THIS DOCUMENT, I AGREE TO THE TERMS AND CONDITIONS OF THE CAMERA HOUSE.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



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RECORDED CONTENT DISCLAIMER

Customer agrees to return all rented **"Media"** (as defined below) to The Camera House, Inc. (**"Company"**) with all **"Recorded Content"** (as defined below) securely and permanently erased.

"Media" means any and all methods, processes or devices, whether now known or hereafter devised, by or onto which pictures, images, data and visual and/or aural representations are recorded or otherwise preserved for projection, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, CF/SD/SxS/SR Cards, Flash memory, Hard Drives, Solid State Drives, USB Drives and all present and future technological developments, whether produced by means of photographic, electrical, electronic, digital, laser, mechanical or other processes or devices now known or hereinafter devised. **"Recorded Content"** means any and all pictures, images, data and visual and/or aural representations that are recorded or otherwise preserved for projection, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, time code and databases.

Furthermore, Company is authorized by the Customer, but not obligated, to erase Media at any time upon its return to Company so that all Recorded Content is stripped and removed. Customer acknowledges that Company shall have no legal obligation to erase securely or otherwise) Customer's Recorded Content on any Media nor shall Company be obligated or expected to retain said Recorded Content for any period of time under this agreement. It is the Customer's sole responsibility and obligation to contract separately for the safeguarding and storage of their Recorded Content.

Company is not responsible for the loss of Recorded Content from any cause whatsoever, including, but not limited to technical malfunction, physical damage, or errors on the part of Company employees, agents, representatives, contractors or sub---contractors, nor any consequential loss or damage of any kind whatsoever.

COMPANY MAKES NO GUARANTY, REPRESENTATION, WARRANT, EXPRESS OR IMPLIED, AND THERE SPECIFICALLY IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO BOTH THE MEDIA AND RECORDING EQUIPMENT.

The Customer agrees to be solely responsible for the selection of their equipment and Media, Including the reliability, durability and/or suitability of such Media and equipment for the purpose of recording or storing Recorded Content of any type.

Data recovery is not offered under this agreement, and must be contracted separately with a data recovery vendor.

In the event the Customer needs and/or wants to attempt recovery of Recorded Content from Media that has previously been rented by Company, upon Customer's request Company will return such Media to the Customer, subject to a rental charge, provided such Media is available. The Customer agrees that the Media, returned to them for data recovery, shall be considered to be "On-Rent" until the Media is returned to Company. The rental charge for the Media shall not be higher than the published rental rate of Company and shall be owed to Company regardless of whether the Customer was able to recover their data.

Any special handling instructions, practices, compliance, security protocols, protections or safeguards, not provided for herein, must be defined in writing by the Customer and agreed to by Company prior to the return of the Media for any reason other than exchange for other Media or final return of Media to Company at the conclusion of the Rental Period.

BY SIGNING THIS DOCUMENT, I AGREE TO THE RECORDED CONTENT DISCLAIMER OF THE CAMERA HOUSE.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



The Camera House, Inc.
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Credit Card Authorization Form

Date: _____

Company Name: _____

Project Name _____ Order #: _____

I am authorizing The Camera House Inc. to charge my credit card for the amount of: \$ _____

Please note: There will be a 3% non-refundable service fee to any orders over \$1,000.00

Name (As it appears on card): _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____ Fax#: _____

Visa MasterCard American Express

Card Number: _____

Expiration Date (MM/YY): _____

Authorized Signature: _____

A. If the credit card is a COMPANY/CORPORATE card then please include a note on company letterhead authorizing the use of this credit card.

OR

B. If the credit card is a PERSONAL card then please fax a copy of a current drivers license or Passport. It must indicate the same name as the cardholder or authorized signature and must also include the address.

This form must be fully filled out. Please attach the proper ID info (from either A or B above).
 We must have this info to process the credit card.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above The Camera House Inc.	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 7351 Fulton Ave.	Requester's name and address (optional)
	City, state, and ZIP code North Hollywood, CA 91605	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
9	5	-	4	7	1	5	0	9	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>3/26/2012</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.