

# ACCOUNT APPLICATION FORM

## Client Information

**DATE:**

**Customer/Company Name:**

**Fed Id:**

**Please Check One**     **LLC**     **Partnership**     **Individual**     **Corporation**

**Address:**

**Address Line:**

**City:**

**State:**

**Zip:**

**Country:**

**Phone:**

**NYS Resale Tax Exempt:**

**Contact Name:**

**Email Address:**

**Phone:**

## Trade References

**Name:**

**Phone:**

**Email:**

**Address:**

**Name:**

**Phone:**

**Email:**

**Address:**

**Name:**

**Phone:**

**Email:**

**Address:**

## Insurance Information

**Broker:**

**Insurance Company:**

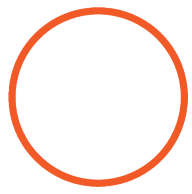
**Tel:**

**Policy #**

**Deductible:**

**Limit Amount:**

**Exp. Date:**



## TERMS AND CONDITIONS

1. The "Lessee" (Customer/Client) listed in the attached schedule (or Account Application) agrees to rent from The Other Productions LLC, (referred to as "Lessor", and "Rental Company") the motion picture equipment, collectively referred to as Equipment, as detailed in the attached schedule, for the duration and rate specified herein. This Rental Agreement is governed by the following additional terms and conditions. The term "Lessor" shall refer to The Other Productions, LLC. and/or any of its subsidiaries, and the term "Equipment" shall encompass all equipment and/or vehicles.

2. Lessee acknowledges that they have thoroughly inspected and tested all Equipment provided by Lessor at the time of rental, or had the opportunity to do so, and have found them to be in excellent working condition and satisfactory for their needs. Furthermore, Lessee agrees to conduct regular inspections and testing of the Equipment before each use, as well as reviewing their footage on a daily basis to ensure proper functionality.

3. The Equipment is rented to the Lessee without any warranty or guarantee, expressed or implied, except as provided by law. The Rental Company does not assume any responsibility unless otherwise agreed to in writing.

4. Lessee is responsible for keeping the rental Equipment and accessories in good condition and assumes full responsibility for the cost of repairing or replacing the rented equipment. Rental fees may be charged during the repair or replacement process.

If the Lessee encounters any defective equipment while in the field, they should notify the Rental Company verbally and in writing, and if necessary, return the Equipment to the Rental Company with prepaid freight for evaluation. The Rental Company will make reasonable efforts to repair or replace the Equipment as quickly as possible.

Upon return of the equipment, the rental facility will inspect and test all equipment. If any equipment is missing or damaged, the Rental Company will determine the extent of the damage and required repairs. The Lessee or their representative will have a reasonable amount of time to inspect the damage. The Lessee is responsible for the full cost of repairs or replacement of the damaged equipment. The decision to repair or replace the equipment is at the sole discretion of the rental facility. If replacement is necessary, the Lessee will be responsible for the cost of the same item or the closest comparable model at current retail prices.

As soon as the Lessee realizes that equipment is missing, they must notify the Rental Company and file a police report. In all instances, any missing, lost, or stolen Equipment must be immediately reported to the Rental Company and local authorities.

5. Lessee shall ensure that only duly qualified and/or licensed technicians use the Equipment, and that such use strictly adheres to its intended purpose. Lessee shall maintain sole custody of the Equipment and shall not permit its use in any way that violates applicable laws.

6. Lessee is required to provide a valid insurance certificate that meets specific requirements for full coverage when renting equipment. These requirements include general liability coverage of at least \$500,000 with The Other Productions named as "Additional Insured," equipment coverage that includes all rented equipment with The Other Productions listed as "Loss Payee," exclusion of "Unattended Vehicle Theft," valid coverage for the entire rental period including pickup and return dates, transit coverage for equipment transportation, worldwide coverage or specified coverage location, replacement cost basis for reimbursement of covered losses, and all-risk coverage for comprehensive protection.

7. Payment for rental invoices and loss and damage invoices is due upon receipt and not later than net 30 days from the invoice date. Payments overdue for 30 days or more will be considered past due, and a late charge may be assessed for each month or part of a month thereafter. If the account is sent to collections, the client agrees to pay reasonable collection costs, attorney fees, and court costs. Payment should be made directly to the rental house or as directed by the rental house or its agent.

8. Lessee acknowledges that Lessor has superior title and ownership of the Equipment and agrees to keep the Equipment free of all liens, levies, and encumbrances. Lessee is prohibited from assigning or pledging the Equipment.

9. The Lessee agrees to indemnify the Rental Company and hold them, as well as their employees and agents, harmless from any and all losses, damages, claims, demands, or liabilities of any kind or nature, including those arising from the use, condition, or operation of the Equipment, and by anyone who uses or operates the Equipment during the rental term. This indemnification shall remain in effect during and after the term of the rental for causes arising during the rental period.

10. This lease agreement is considered to have been made in New York City, New York, regardless of the order in which the signatures of the parties are affixed to it, and shall be interpreted and the rights and liabilities of the parties determined in accordance with the laws of the State of New York.

11. These Terms & Conditions represent the complete agreement between the Lessee and the Rental Company, and any modifications must be made in writing and mutually agreed upon by both parties.

NAME:  
SIGNATURE:

TITLE:  
DATE: