



Dear Colleague,

The application for establishing a Rental Account to rent equipment from ACamera follows. Please complete (best if typed), initial each page that requires initialing on the lower right, sign and deliver to ACamera all sections in this form to setup a Rental Account with ACamera.

- AC▶** You must print the form out after typing in information before closing the document or you will lose the information you typed in. The documents do not allow saving changes so please print your typed out form and make sure the printed form is filled out how you intended before closing the PDF.
- AC▶** We require a credit card to be on file. You do not have to use the credit card you put on file with us to pay for your rental unless you wish to. If you do not wish to pay with the Credit Card you provide under the section “Authorization to use Credit Card”, please notify us how you wish to pay for the rental when you book your equipment. All credit card transactions are subject to a 5% convenience transaction fee. To avoid this fee you may pay by check or use the link on the invoice to pay online.
- AC▶** Payment in advance of equipment being prepped or released may be required for first time customers.



# INSURANCE REQUIREMENTS

## YOU MUST INSURE ALL THE EQUIPMENT.

You shall at your expense and at all times during the rental maintain in full force and effect insurance covering all equipment rented from ACamera for full replacement cost, except vehicles which are at actual cash value and for the loss of use (rents) of the equipment by ACamera.

You must deliver to ACamera evidence of the insurance coverage in the form of a Certificate of Insurance satisfactory to ACamera showing Property Insurance, Liability Coverage and Workers Compensation Insurance prior to equipment being prepped, released or delivered to you. Such insurance shall be written by reputable insurers acceptable to ACamera; your insurers shall agree to be the primary insurers of such Equipment during the rental period.

The following requirements must be met with your Insurance Policy:

A. **PROPERTY INSURANCE:** Your insurance should be on a Worldwide Basis, cover Transit and Unnamed Locations, cover unattended vehicles and shall name ACamera as an additional insured and Loss Payee for loss or damage to the property rented. The insurance shall cover "All Risks" of loss or damage for equipment, vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision" and Third Party Property Damage and all policies shall provide for 10 days written notice to ACamera before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000 with a maximum Deductible of \$1,500 unless preauthorized by ACamera.

B. **COMMERCIAL GENERAL LIABILITY AND/OR COMPREHENSIVE GENERAL LIABILITY:** You shall name ACamera as an additional insured on your liability insurance and your liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:

- AC▶** Commercial General Liability and/or Comprehensive General Liability: annual aggregate \$1,000,000 per occurrence limit
- AC▶** Products and Completed Operations: annual aggregate \$1,000,000 per occurrence limit
- AC▶** Personal Injury and Advertising Injury Limit \$1,000,000 per occurrence limit
- AC▶** Automobile Liability: \$1,000,000 combined single limit per occurrence limit
- AC▶** Foreign Liability, if filming outside the U.S.A. or Canada: \$1,000,000 per occurrence limit
- AC▶** Aircraft Liability, if filming from an aircraft: \$5,000,000 per occurrence limit.



## INSURANCE REQUIREMENTS continued

C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:  
You shall provide evidence showing Workers' Compensation and Employers' Liability Insurance.

Your insurers shall agree the rights of ACamera are not affected by your non-performance. Insurance coverage as described in the Rental Contract and above shall not be affected by any act or neglect or breach of condition by you, other than non-payments of insurance premiums.

Lapse or cancellation of the required insurance shall be an immediate and automatic default of the Rental Contract and the insurance requirements of ACamera by you. Should you fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract and listed above or to provide to ACamera at any time upon request with satisfactory evidence of the required insurance, ACamera may do any or all of the following:

- 1) Procure insurance to cover your rental of equipment through ACamera and you shall reimburse on demand ACamera for its cost.
- 2) If you default on your insurance obligations, ACamera may require you to immediately return the equipment to ACamera.
- 3) If you default on your insurance obligations, ACamera may take equipment from you without warning and you will not hold ACamera liable in any way for doing so.

**NOTE:** Furnishing a certificate of insurance may not fulfill all of your obligations under the Rental Agreement Contract. The coverage limit for equipment is typically issued on a per occurrence basis. Therefore, it is essential that the limit for equipment coverage be enough to cover the total value of all equipment rented on a job plus more to cover loss of use of the equipment while it is repaired or replaced. If your limit of insurance is inadequate to cover the loss, you will be responsible for the difference between the amount of insurance and the actual loss. It is in your best interest to maintain adequate insurance limits.

*- Please attach a copy of insurance certificate meeting the above requirements.*





## Rental Contract Page 1 of 4

This AGREEMENT is made and entered into on this date  between ACamera Corporation (hereinafter "ACamera"), 800 S. Jason St., Denver, CO 80223, a Colorado Corporation and  the customer (hereinafter "You or Your").

### TERMS & CONDITIONS

These terms and conditions form the Rental Contract (the "Rental Contract") between You (the Customer) and ACamera and apply to all the equipment and/or vehicles (the "Equipment") rented by You.

**1. Inspection.** Customer (You) acknowledge(s) that s/he has examined and tested the items of equipment listed herein and/or listed on the rental order form (the "Equipment") and that the same are in good working condition and accepts the same as is, and without any rental reductions or claim therefore. You acknowledge that this Equipment is leased to You without warranty or guarantee of any kind express or implied and that ACamera assumes no responsibility, implied in fact or law, for the performance or non-performance of said Equipment. You shall return to ACamera, at Your expense, for exchange for other Equipment, any listed item which, subsequent to delivery, becomes inoperable.

**2. Delivery and Storage.** You agree that You take delivery of the Equipment and assume all risk of loss from the time that the Equipment is set aside from ACamera's rental inventory at its facility for Your use and/or it leaves a sub-rental facility that ACamera has acquired equipment from. You are responsible for any and all damage caused to the Equipment, property and person(s) during testing and for this entire Agreement term and until the Equipment is returned to ACamera or any sub-rental facility.

You are also responsible for damage to the equipment while stored by ACamera, as a courtesy to you, and during the camera check out procedure. ACamera shall be acting as an agent for you for any property stored or transported on behalf of you and shall be free from any responsibility for damage to such property.

**3. Use.** This Equipment or any part hereof, may not be removed from the United States, and shall not be subleased or assigned, without ACamera's prior written consent. Any unpermitted attempt to assign or sublease without ACamera's written permission shall be null and void. The Equipment shall be used only by Your duly qualified employees and/or agents. You shall keep the Equipment in Your sole care, custody and control and shall not permit it to be used in violation of any federal, state or municipal statutes, rules or regulations.

**4. Return, Repair, Maintenance.** If any item of Equipment is returned in a damaged, destroyed or non-working condition, or if any such item is not returned for any reason (including, but not limited to, destruction, confiscation, theft or act of God), You shall pay to ACamera, the cost to replace the same item, equivalent, or better new model if immediately available, at current retail price without deduction for depreciation. If any item is returned in a repairable, damaged condition, You shall pay to ACamera the cost of such repairs as determined solely by ACamera. In determining whether Equipment shall be replaced or repaired, ACamera's judgment shall be conclusive upon You. Notwithstanding anything to the contrary in this Agreement and regardless of when You pay ACamera, in the event of loss or damage to the Equipment, You shall be liable to pay rent at full rental rate for the Equipment item(s) irrespective of any package or other discounts agreed to at the inception of this Rental Contract, until all of the Equipment has actually been repaired and/or replaced, returned to ACamera's rental inventory and ACamera's invoice to You for loss and damages has been paid in full. If requested, You shall immediately advance the money to pay for the repair or replacement of missing or damaged Equipment. You acknowledge that there may be delays in repair or replacement attributable to causes beyond ACamera's control. The acceptance of the return of the Equipment is not a waiver by ACamera of any claims that it may have against You, nor a waiver of any claims for latent or patent damage to the Equipment.



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**5. Rates and Late Charges.** The terms of payment are based upon Your credit information at time of rental. Should there be any change in such information, You agree that ACamera is privileged to revise the terms of payment for this Rental Contract without further notice.

The first rental day shall be the day after delivery to You or the first day the Equipment is used by you, whichever comes first. The last rental day shall be the last day the equipment was used if returned before 10:00 A.M. the next business morning. The last rental day shall be the day of return if such return is after 10:00 AM. When on daily schedule, daily rate will be charged for Sundays and Holidays if any piece of Equipment is used. All credit card transactions are subject to a 5% convenience transaction fee.

Rent is payable upon receipt of invoice and no later than 10 days later. All invoices not paid within 30 days from invoice date will accrue late charges at the rate of 2% per month (24% annually) starting retroactively from the due date of 10 days after being invoiced. If ACamera places the account with an attorney for collection, You agree to pay all reasonable attorneys' fees and costs which may accrue. Rental rates or interest paid will not be applied to the purchase price of any Equipment listed herein under any circumstances.

**6. Title and Ownership.** You specifically acknowledge ACamera's superior title and ownership of the Equipment and shall keep it free of all liens, levies and encumbrances. You acknowledge that You shall be responsible for all taxes, transportation charges, duties, customs brokers' fees, bonds, and all costs imposed upon the leasing or use of said Equipment. You agree not to remove or cover over any serial numbers, tags, nameplates or logos on Equipment showing ACamera's or its affiliate's ownership.

**7. Right of Entry.** ACamera shall have the right to inspect the Equipment at any time, anywhere during the rental term. In the event of any of the following, including but not limited to, termination of the lease period, non-payment of any rental charges, breach of any provision hereof, the filing of a proceeding in bankruptcy regarding You, or the levying of any legal process upon any item of Equipment, or upon any use of Equipment in derogation or violation of ACamera's or its affiliate's superior title and ownership, ACamera and its agents shall have the unconditional rights to declare the entire amount due under this Agreement and to remove all of the Equipment without demand or notice to You, without any liability for trespass or other damage caused by any such entry, and without prejudice to ACamera's right to receive rent due or accrued to and including the later of the date of removal of the Equipment, or the date this Agreement expires, plus any and all additional costs, fees, damages and loss of rents which ACamera incurs in the course of repossession of the Equipment.

**8. Indemnity and Liability.** During and continuing after the term of this Agreement, You agree to indemnify, defend and hold ACamera, its agents, affiliates and employees, harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of or connected with, or resulting from the Equipment or the personnel provided hereunder during the term of this Agreement, including without limitation, manufacture, selection, delivery, possession, condition, use, operation, conduct, or return of said Equipment and for any violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority.

ACamera shall not be liable for any loss or damage of any kind, whether caused by negligence, or otherwise resulting from any delay, detention, late-delivery, non-delivery, defect or deficiency in the Equipment or other materials supplied, handled, stored, repaired, transported, received or processed, or the services of technicians, drivers, or any other personnel or service provided by ACamera.

**9. Insurance.** You shall, at Your expense, at all times, maintain Miscellaneous Equipment Insurance, Third Party Property Damage Insurance, Commercial General Liability Insurance, Workers Compensation Insurance, Employer Liability Insurance, Non-Owned and Hired Automobile Liability Insurance. Insurance shall cover all Equipment rented for full replacement cost without deduction for depreciation and for loss of use (rents) of the Equipment in amounts and with insurance companies ACamera approves. Property Insurance shall be on an "All Risk" or "Special" form basis, on a worldwide basis, including unnamed locations, breakage, theft from unattended vehicles, and transit of property with ACamera named as Loss



## Rental Contract Page 3 of 4

Payee for loss or damage to Equipment. ACamera shall be named as Additional Insured as respects to all of your liability insurance which shall be deemed primary and non-contributory in the event of any claim or suit. All policies shall provide for 10 days written notice to ACamera before any policy shall be modified or canceled. You shall deliver to ACamera, two days before delivery of Equipment is scheduled or upon request at any time, evidence of insurance coverage satisfactory to ACamera. Lapse or cancellation of the required insurance shall be an immediate and automatic default by You under this Agreement.

**10. Foreign Use.** You must notify ACamera in advance of all Equipment that is due to leave the United States in writing and You must obtain Insurance that covers everything that is listed under section 9 (Insurance) in this agreement, on a foreign/worldwide basis and additionally you must obtain Political Risk Insurance including Confiscation, Expropriation and Nationalization and you must obtain in writing approval from ACamera to take the equipment out of the United States. You must register it with U.S. Customs prior to departure. At Your request, ACamera will furnish You with a statement including serial number, country of origin and replacement value of Equipment. Adequate bonds, all customs fees and taxes are to be provided by and prepaid by You prior to shipment. Any delay due to shipping, Customs, broker, Your failure to register Equipment and any other cause shall be charged at normal daily rental rates with no deductions for any discounts until all Equipment is returned to ACamera.

**11. Aircraft use.** ACamera electronics and other equipment are not approved or certified for any aircraft use. The Customer agrees to save and hold harmless, indemnify and defend ACamera against any and all claims and/or causes of action which arise out of improper use.

**12. Shipping Costs.** All air or surface shipments of Equipment by ACamera for you will be shipped collect for freight charges and insurance. All Equipment You return to ACamera must be shipped pre-paid and insured. You are responsible for all rental charges, costs, fees and taxes incurred once the Equipment is delivered to a Carrier.

**13. Severability.** The provisions of this Rental Contract shall be severable so that invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

**14. Miscellaneous.** This Agreement shall be deemed to have been entered into in Colorado and governed by Colorado State law. Should any legal proceedings arise out of this Agreement, ACamera, in addition to any other recovery, shall be entitled to recover all reasonable expenses including attorneys' fees. Jurisdiction and venue for all purposes are proper only in state or federal courts in Denver County, Colorado.

Customer agrees that Customer has read and fully understood all product manuals and literature supplied with Rental equipment. Customer is deemed to know the law regarded permitted uses of equipment.

**15. Screen Credit.** Customer agrees to include "Camera Equipment Provided by ACamera" in the end titles of the film in anything but a commercial less than 5 minutes in length and to use ACamera's official logo, which will be provided upon request.

**16. Cancellation Policy.** In the event of cancellation, charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting equipment on your behalf. Cancellation notice must be given to ACamera a minimum of two full business day before the scheduled pickup day of the rented equipment to avoid cancellation charges. By keeping the rental company informed of your shooting schedule you can either minimize or avoid cancellation fees.

**17. Changes.** The Rental Contract and these Terms and Conditions express the entire agreement between the parties and any change thereto must be in a signed writing. If You are a corporation, the person signing this Agreement on behalf of such corporation hereby warrants that s/he has full authority of such corporation to sign this Agreement and obligate the corporation. Said person and the corporation



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shall be jointly and severally liable for all rentals and all other sums that may be due and owing to ACamera at any time under the terms of this Agreement. You certify that You have read and fully understand all of the above provisions prior to executing this Agreement.

I hereby rent ACamera equipment subject to the conditions set forth above. I have read and agree to these conditions. I have received a price list and agree to pay the rates as quoted.

Business Name

Date

Business Street Address

City

State

Zip Code

\_\_\_\_\_  
Authorized Agent Signature

Title

Authorized Agent Printed Name

Phone Number

Authorized Agent's Driver's License Number and State

*- Please attach a copy of the Authorized Agent's driver's license.*





## Authorization to Use Credit Card

Name on Credit Card

Company Name on Credit Card

Billing Address on Credit Card

City

State

Zip Code

Credit Card Company:  Visa  MasterCard  AMEX

Credit Card Type:  Individual  Corporate

Credit Card Number

Expiration Date

**V-Code Number** (MC/Visa Last 3 Numbers on back, AMEX 4 Digits on front above Credit Card Number)

Customer Name on Rental Agreement Contract

Phone Number

Email Address

I hereby authorize ACamera Corporation and its successors and assignees to charge to the above captioned credit card any rental fees, security deposit, missing and damaged equipment fees, or any other fees or charges related to any purchase, rental or any other service provided to the above named customer.

I was given an opportunity to review ACamera's Terms and Conditions and I hereby agree to same. It is further agreed that any dispute related to credit cards debits shall be governed by ACamera's Terms and Conditions.

I also agree that any balance remaining due after 10 days for the above named customer may be charged to the above credit card.

Agreed and Accepted by \_\_\_\_\_

Signature

Date

Driver's License Number and State

- Please attach a copy of the front and back of the credit card and driver's license



By signing this form you are assuming personal liability.

## CONTINUING GUARANTY

For valuable consideration, including the execution of one or more Rental Contracts by and between ACamera Corporation as Lessor and  as Lessee, the undersigned, jointly and severally, promise and guaranty to pay or perform all obligation of Lessee under each such Rental Contract prior to the revocation of this Continuing Guaranty.

The undersigned has read and understood the Terms and Conditions of ACamera's Rental Contract.

The undersigned waive the rights to all demands, protests or notices and the rights to require Lessor to proceed against any other person or to pursue and other remedy.

The undersigned agree to pay reasonable attorney's fees and all other costs and expenses incurred by the Lessor in the enforcement of any Rental Contract between Lessor and Lessee or this Continuing Guaranty, or both.

The undersigned understand and intend that this Continuing Guaranty shall continue until the actual receipt by the Lessor of written notice from the undersigned of the withdrawal of this Continuing Guaranty, provided any such withdrawal shall not affect the liability of the undersigned with respect to Rental Contracts entered into prior to receipt of such notice.

The undersigned acknowledge that their liability pursuant to this Continuing Guaranty extends not only to the due and punctual payment of rents but also to each and every one of the Rental Contract Terms and Conditions without limiting the generality of the foregoing, the undersigned agree that in the event any item of equipment is either not returned to the Lessor (whether because of loss, theft or destruction) or returned to the Lessor in a damaged condition, the undersigned are liable to pay the Lessor the replacement value of the equipment without deduction for depreciation, or, alternatively, in the Lessor's discretion, the cost of repairs, in any event, You shall be liable to pay rent at full rental rate for the Equipment item(s) irrespective of any package or other discounts agreed to at the inception of the Rental Contract, until all of the Equipment has actually been repaired and/or replaced, returned to ACamera's rental inventory and ACamera's invoice to You for loss and damages has been paid in full.

**Guarantor Name**

**Home Phone**

**Home Street Address**

**City, State, Zip Code**

**Driver's License State & Number**

**Social Security Number**

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

**Date**

- Please attach a copy of the Guarantor's driver's license.