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Austin, Texas  
 (512) 485-3131  
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 austin@hdgear.tv



## Application for a Business Account

### Business Contact Information

Name / Title:

**Company name:**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Registered company address:

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Date business commenced:

Sole proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_ Other: \_\_\_\_\_

### Business and Credit Information

**Primary business address (if different):**

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**Bank name:**

Bank address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Bank contact name:

Account number:

### Business/trade references

**1. Company name:**

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of account:

**2. Company name:**

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of account:

**3. Company name:**

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of account:

### Agreement

1. By signing below, you hereby certify that the information in this business application is correct.
2. By submitting this application, you authorize MP&E to make inquiries into the banking and business/trade references provided.
3. Business Account Application is not complete until all forms have been signed and returned to MP&E.
4. MP&E reserves the right to refuse business to any individual or business without prior notification. See Rental Agreement for a detailed list of responsibilities once this application is accepted.

### Signatures

Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

#### MP&E Office Locations

16585 N 92<sup>nd</sup> St., Suite 104  
 Scottsdale, AZ 85260

2931 S Tejon, Suite B  
 Denver, CO 80110

3328 Waypoint Drive  
 Carrollton, TX 75006

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**Credit Card Authorization Form**

MP&E requires new customers to pay the first rental by credit card. MP&E accepts Visa, MasterCard, American Express, and Discover. **MP&E will NOT accept check or debit cards for this Authorization.** Once the initial payment has been made via credit card, payments for subsequent rentals can be made via check provided they are paid in a timely manner. The credit card will not be charged unless requested and will merely be retained as part of the customer’s confidential account file once:

- A verifiable check is provided to MP&E before inception of the job.
- Banking and financial references have been verified.
- A proper insurance certificate of accord as detailed in the Rental Agreement is provided.

**Reasons why MP&E needs credit card information on file:**

1. To ensure the ability to process payment for the rental of equipment and purchase of expendables.
2. To ensure the ability to process payment for insurance deductibles should items not be returned.
3. To ensure the ability to process payment for damages or repairs needed after return and inspection.
4. To ensure the ability to process payment for items used longer than the original agreement.

**Reasons why MP&E needs a Driver’s License on file:**

1. An actual person, not a corporation or entity, is required to be responsible for the equipment being rented. This same person should be the person signing the “terms” necessary for the rental.
2. Additionally, MP&E requires valid government issued identification of any person picking up equipment on behalf of the corporation/client. This individual is deemed to be the agent of the corporation/client at the time of pickup and will be held responsible for the equipment until it is returned to MP&E.

Card Information			
Business Name (if on card):			
Cardholder Name:			
Card Type:	Number:	Exp:	Sec. Code:
Billing address:			
City:	State:	ZIP Code:	
Business/Corporate:	Personal:	Driver’s Lic #:	State:

**A photocopy of the front and back of your card and driver’s license are required.**

By signing below, I authorize MP&E to charge this credit card for payment of security deposits, purchase and rental fees, additional charges such as repairs and expendables, insurance deductibles, and past due balances.

Cardholder’s Signature \_\_\_\_\_ Date \_\_\_\_\_

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## Rental Agreement

For MP&E Cameras and Lighting and its valued customers:

### CONTINUING RENTAL AGREEMENT

These terms and conditions form a Rental Contract between \_\_\_\_\_ ("Lessee") and MP&E Cameras and Lighting (the "Rental Company"), and apply to all the property and/or vehicles (the "Equipment") rented by Lessee. The parties agree that this Agreement shall apply to any rental of Equipment by Lessee from the Rental Company occurring on or after the date of this Agreement even though the specific Equipment, duration of rental and/or price for the rental may vary as specified in the individual EQUIPMENT ORDER(s). Parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them without necessity or either party executing a new Rental Agreement.

### TESTING THE EQUIPMENT

"EQUIPMENT" INCLUDES ALL TYPES OF RENTAL PRODUCTION EQUIPMENT AND/OR VEHICLES. Lessee will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order. Lessee may test the Equipment at the rental facility, on location, or at another place. LESSEE IS CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assumes all risk of loss from the time that the Equipment is accepted for testing or delivery. Lessee is responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests Lessee must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company of a defect or problem with the equipment supplied, Lessee agrees that the Equipment is in good working order and that the Equipment is acceptable.

### TRANSPORTING EQUIPMENT -PICK UP & DELIVERY

YOU PICK UP AND RETURN THE EQUIPMENT at the rental facility, during business hours. IF YOU DO NOT PICK UP AND/OR RETURN THE EQUIPMENT AT THE RENTAL FACILITY LESSEE IS RESPONSIBLE FOR TRANSPORTATION TO AND/OR FROM ANY LOCATION. At Lessee's request and expense, the Rental Company may arrange shipment or delivery of the Equipment to your designated location. Lessee is responsible for all costs (transportation charges, taxes, duties, broker's fees, bonds, insurance and any other costs) incurred during transit. The Rental Company is not responsible for shipping delays once the Equipment is delivered to your carrier. The Rental Company will not accept collect shipments from you.

### LESSEE'S RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

LESSEE ASSUMES ALL RISKS OF LOSS. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, or storage on the rental facility's premises. LESSEE'S RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the Rental Company; and 2) an inventory has been completed and a missing and damaged list has been compiled, if needed. LESSEE IS RESPONSIBLE FOR ALL EQUIPMENT BEING STORED FOR LESSEE BY THE RENTAL HOUSE. Lessee is responsible for all equipment (including but not limited to camera(s), media, props, sets & wardrobe) which is picked up or stored by the Rental Company for your ultimate use. The Rental Company shall be acting as Lessee's agent in storing any such property which belongs to third parties. All risks of physical loss to property which is transported or stored by the Rental Company for your benefit shall remain Lessee's responsibility.

### RESTRICTIONS UPON THE USE OF THE EQUIPMENT

LOCAL USE ONLY, UNLESS OTHERWISE AGREED. Geographic restrictions can be removed from the Agreement by mutual agreement between Lessee and the Rental Company. The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Agreement. Lessee shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws. Lessee may not sublease all or any part of the Equipment without written consent of the Rental Company. Lessee may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

### NO WARRANTY OR GUARANTY

Except as provided by the law, Equipment is rented to Lessee without warranty or guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing. Rental Company shall not be responsible to Lessee for any claims of alleged loss of profits, damages, delays, expenses or any claim whatsoever claimed to have arisen out of Lessee's use of Equipment.

### EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS NOT WORKING, you should notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company, freight pre-paid, for evaluation. The Rental Company will make a reasonable effort to repair or replace the Equipment in the shortest amount of time. LOSS AND DAMAGES. Upon return of damaged equipment, the Rental Company will make a determination of the extent of the damage and the required repairs. Lessee and/or Lessee's representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, the Rental Company's judgment shall be conclusive upon Lessee. Should the Rental Company determine that the equipment must be replaced, Lessee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. LOST, STOLEN OR DESTROYED EQUIPMENT. In the event that after delivery to Lessee, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, Lessee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, NOTIFY THE RENTAL COMPANY, AND FILE A POLICE REPORT. In all instances immediately report any missing, lost, or stolen equipment to the Rental Company and file a report with the local authorities.

### RENTAL CHARGES AND LATE CHARGES

LESSEE MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in the Equipment Order or be subject to additional charges. The last rental day shall be the day specified in the Equipment Order or up until 10:00AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond the Rental Company's control. The acceptance of the return of Equipment by the Rental Company is not a waiver of any claims that it may have against you. RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM(S) shall accrue at full rental rate for the item(s) irrespective of

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any package discounts or other discounts agreed to at the inception of the Equipment Order, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to the Rental Company. If requested Lessee shall advance the money in order to allow the Rental Company to repair or replace the equipment. WEEKENDS AND HOLIDAYS. When on a daily schedule, Lessee will be charged the daily rental rate for weekend days and Holidays if the Equipment is used. MINIMUM CHARGES. There may be minimum rental periods and/or special minimums for Equipment to be used other than locally.

**CREDIT INFORMATION AND PAYMENT TERMS**

THE TERMS OF PAYMENT are based upon credit information you supply at the time of rental. Should there be any change in such information Lessee agrees that the Rental Company may demand immediate payment without prior notice. Rental and loss and damage invoices are payable upon receipt and not later than net 10 days. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge may be assessed, which you are expected to pay. Late charges are calculated at a rate of 1.5% per month of the past due amount; provided however, if that rate exceeds the maximum amount allowed under the laws of the State of the Rental Company's applicable rental office then that maximum amount shall instead apply. If the company places the account in the hands of an attorney or other agency for collection, Lessee agrees to pay reasonable collection costs, attorney fees and court costs. Lessee agrees to pay Rental Company directly or as directed by the Rental Company or its agent. Rental payments may not be applied to the purchase price of any equipment. CANCELLATION PENALTIES. The Rental Company shall be entitled to compensation, not to exceed the lease payments, for any losses the Rental Company may sustain because of your cancellation of all or part of an order. Cancellation charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting equipment, facilities or vehicles on your behalf.

**INSURANCE REQUIREMENTS**

LESSEE MUST INSURE ALL THE EQUIPMENT. THE RENTAL COMPANY WILL NOT ACCEPT AN INSURANCE POLICY WITH AN EXCLUSION FOR UNATTENDED VEHICLES. Lessee shall, at your expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full replacement cost without deduction for depreciation, except vehicles which are at actual cash value, and for loss of use (rents) of the equipment. Coverage must begin from the time you or your agents accept delivery of the equipment and continue until the time the equipment is returned. Lessee shall deliver to the Rental Company, upon request, evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to the Rental Company, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of equipment. Such insurance shall be written by reputable insurers acceptable to the Rental Company; your insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this paragraph, Lessee shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the Agreement. The Rental Company may enforce its remedies directly against you without resort to your insurance. PROPERTY INSURANCE. Your insurance should be on a worldwide basis; shall name the Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment; vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to the rental company before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source. LIABILITY INSURANCE. You shall name the Rental Company 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: Commercial General Liability: \$1,000,000 per occurrence & annual aggregate. Automobile Liability: \$1,000,000 combined single limit, Hired and Non-owned vehicles. Foreign Liability, if filming outside the U.S.A. or Canada: \$1,000,000 per occurrence limit. Aircraft Liability, if filming from an aircraft: \$5,000,000. Non-owned watercraft Liability, if watercraft involved in filming: \$5,000,000. THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY YOUR NON-PERFORMANCE. Your insurers shall agree that the rights of the Rental Company under the insurance coverage as described above shall not be affected by any act or neglect or breach of condition by Lessee, other than non-payments of insurance premiums. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified in the Agreement or to provide the Rental Company upon request with proper evidence of the insurance, the Rental Company may, but shall not be obligated to, procure the insurance and Lessee shall reimburse the Rental Company on demand for its cost. Lapse or cancellation of insurance shall be an immediate and automatic default of this agreement.

**TITLE AND OWNERSHIP**

Lessee specifically acknowledges the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. Lessee may not assign or pledge the Equipment. Lessee specifically acknowledges they have committed theft of the Equipment if they fail to return the Equipment at the end of the rental period specified in the Equipment Order without prior notice to and permission of the Rental Company.

**RIGHT OF ENTRY AND INSPECTION**

The Rental Company shall have the right to inspect the Equipment at any time during the rental term. Lessee shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Agreement occurs, the Rental Company has the right to remove all of the Equipment without any liability to you, and without prejudice to the Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.

**INDEMNIFYING THE RENTAL HOUSE**

Lessee agree to indemnify and defend the Rental Company and to hold the Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

**RISK OF DATA LOSS**

Information captured or recorded by Equipment ("Lessee Data") is the property of Lessee. The parties acknowledge that the intrinsic value of the Lessee Data clearly exceeds and bears no relationship to rental fees for Equipment, and thus Rental Company, in accord with general practice and custom in the industry, assumes no responsibility for use, misuse, loss, damage or destruction of Lessee Data from any cause whatsoever, including without limitation, from the negligence of Rental Company personnel, from errors, omissions or failures in, or the unavailability or interruption of, the Equipment, from actions of outside parties such as hackers and crackers, or from Lessee's use of the Equipment. Specifically, but without limiting the generality of the immediately preceding sentence, Rental Company shall not be liable for any damages or costs incurred in the form of or as the result of lost profits or revenue, loss of the Lessee Data, costs of recovering data, the costs of any substitute data or cover, claims by third parties, or other similar costs related to the Equipment. Notwithstanding the foregoing, in the event of negligence by Rental Company personnel or Equipment malfunction, Rental Company agrees to make reasonable efforts to assist Lessee in obtaining access to data backups or in providing reasonable access to the Equipment for use with data recovery tools. Lessee acknowledges and covenants that the remedy described in the immediately preceding sentence shall be its sole remedy, there being no other warranty or liability. Lessee agrees that the Equipment and Lessee Data is not a consumer good for purposes of federal or state warranty laws.

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LESSEE ACKNOWLEDGES AND AGREES THAT RENTAL COMPANY IS NOT OBLIGATED TO PURCHASE INSURANCE FOR THE LESSEE DATA AND THAT LESSEE SHALL BE SOLELY RESPONSIBLE TO INSURE THE LESSEE DATA AGAINST ALL INSURABLE RISKS INCLUDING WITHOUT LIMITATION DAMAGE TO OR DESTRUCTION OF SUCH LESSEE DATA BY THE NEGLIGENCE OF RENTAL COMPANY OR ITS PERSONNEL. Rental Company shall in no event be liable for any loss or damage, which was, or could have been, covered by insurance.

**MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT**

The Agreement shall be deemed to have been made in the County and State in which the Rental Company Office servicing the rental is located, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State in which the Rental Company Office servicing the rental is located. WHEN THE LESSEE IS AN ENTITY the person executing the Agreement on behalf of such a corporation, limited liability company, or partnership warrants that he/she has full authority of such entity to sign the Agreement and obligate the entity. The Rental Agreement and Equipment Order constitute the entire agreement between Lessee and the Rental Company. Any changes must be made in writing and agreed to by both parties.

**DEFAULT**

In the event Lessee shall fail to make any of the lease payments when due or shall fail to perform any other covenant or condition hereof to be performed by Lessee or any of the events described in this Agreement, Rental Company 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 Lessee all sums due;
- b. Repossess the Equipment (by entering upon Lessee’s premises if necessary) without liability for trespass, or responsibility with respect to the Equipment or to any article left in or attached to same; and recover from Lessee all damages sustained by Rental Company as a result thereof;
- c. Recover from Lessee any and all damages which Rental Company shall have sustained by reason of non-performance by the Lessee of the terms and conditions of this Agreement;
- d. Retain, free from any claim by Lessee, all payments or other property theretofore received under this Agreement;
- e. Recover from Lessee all expenses incurred by Rental Company in protection of its rights under this Agreement, including, without limitation, attorney’s fees, court costs, and costs of location, repossessing, repairing, reconditioning, and storing the Equipment.

**BANKRUPTCY**

Neither this Agreement nor the Equipment is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or makes 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 or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take control or possession of any item or any item or items of the Equipment, the Rental Company shall have and may exercise any one or more of the remedies set forth in the DEFAULT Section hereof. This Agreement shall, at the option of the Rental Company, without notice, immediately terminate and shall not be treated as an asset of the Lessee after the exercise of said option and Rental Company shall recover from Lessee any and all costs or damages associated with recovery of the Equipment.

**CONFIDENTIALITY**

Lessee agrees that it shall not disclose the terms and conditions of the Rental Agreement or the discussions and negotiations that occurred between Rental Company and Lessee respecting the Agreement or Equipment Order to any third party, unless disclosure is required by law, and that it shall not disparage Rental Company or any of its officers, directors or employees or Rental Company’s successors or assigns. Rental Company agrees that the Lessee Data is confidential and proprietary to Lessee.

**FOREIGN USE (OUTSIDE THE USA)**

Lessee must notify Rental Company of your intention to use the Equipment outside the U.S.A. and gain their permission to do so. TERMS AND CONDITIONS APPLY. All of the preceding terms and conditions apply to Equipment which is rented from a U.S.A. based Rental Company and is transported to a location outside the U.S.A. SHIPMENT OUTSIDE THE U.S.A. The Rental Company will only allow shipment through an established Customs Broker, contracted by Lessee. Said U.S. Customs Broker is to register the equipment with United States Customs, using a United States Customs Form 4455, prior to the Equipment leaving the U.S.A. A certified copy of the registration form must be returned to the Rental Company OR said Customs Broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that you: "shall (1) return the said products described in the Carnet to the USA, or (2) pay such customs duties, excise taxes, and/or charges which may be imposed by any country for its failure to return said products". A certified copy of the Carnet must be returned to the Rental Company. RENTAL HOUSE 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 to be borne by you and prepaid prior to shipment. RETURNING SHIPMENTS SHOULD BE CONSIGNED TO THE ORIGINATING CUSTOMS BROKER for clearance and re-entry into the U.S.. In no cases is the Equipment to be shipped directly back to the Rental Company. Returning shipments should contain instructions to the 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). LESSEE ACKNOWLEDGES 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. Lessee acknowledges and agrees 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.

**SCREEN CREDITS**

If any of the Equipment is used in the filming or photography, whether in whole or in part, of any theatrical, television or home video motion picture or program, Lessee agrees that the Rental Company shall receive on-screen credit in the end credits in substantially the following form: "Camera Systems Provided By MP&E Cameras and Lighting" along with the MP&E Logo. Rental Company shall not have any right to injunctive or equitable relief if Lessee breaches this provision; however, upon receipt of written notice from the Rental Company, Lessee shall endeavor in good faith to prospectively cure any omission or failure to provide the above specified credit.

\_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature of LESSEE Printed Name

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