

129 West 27th Street, New York, NY 10001
Tel: (212) 502-0900 • Fax: (212) 502-0906

Account Application

Date	Estimated \$ requirements for a 30 day period		
Customer Name	Fed. ID		
Address			
City	State	Zip Code	
Tel	Fax		
NYS Resale # (ST-120 or ST-121)		(attach certificate)	
Please check one	<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> LLC

Principal Officers, General Partners, Owners:

Name	Title	
Residence	Tel	
Name	Title	
Residence	Tel	
Name	Title	
Residence	Tel	

Bank References:

Name of Bank	Contact
Address	Tel
Account Number	Type of Account

Trade References (Motion Picture / Video Companies):

Name	Address
Contact	Tel
Name	Address
Contact	Tel
Name	Address
Contact	Tel
Name	Address
Contact	Tel

Insurance Information:

Broker	Tel	
Insurance Company	Policy #	
Limit Amount	Deductible	Exp. Date

Please note the various questions pertaining to insurance. It is necessary for Hand Held Films, Inc. to have a certificate of insurance which clearly states the following:

1. That the customer's policy provides coverage for rented equipment and accessories and that the limit of liability and deductible be clearly stated.
2. That the coverage be all risk on a world-wide basis, including transit and cover Lessor Loss of Rental Income (as per contractual obligation).
3. That the valuation for any loss of lessor equipment ("property of other") be based on Replacement Value without depreciation.

4. That the captioned policy will be endorsed to provide 30 days written notice to Hand Held Films, Inc.

Also note that the certificate must be signed by either a representative of the insurance company or an agent of the company. It is the customer's responsibility to furnish Hand Held Films, Inc. with a certificate of insurance. This should be done upon the first rental and again, on each renewal term of policy.

Hand Held Films, Inc. reserves the right to request a deposit in the amount of the deductible of the insurance.

If there are any judgements or legal proceedings pending against firm or principals, please attach explanation.

If none, please check here:

Terms and Conditions

1. **"Lessee"** (Customer) named in the attached schedule (or Account Application) agrees to rent from **Hand Held Films, Inc.** (hereinafter called **"Lessor"**) certain motion picture equipment herein referred to as Equipment and as set forth in the attached schedule for the term set forth herein and at the rate set forth herein. This Rental Agreement is subject to the following additional terms and conditions. Lessor shall mean Lessor and/or any of its subsidiaries. Equipment shall mean "all equipment and/or vehicles".

2. **Minimum Rental Period:** Unless otherwise agreed, payment shall begin on the date specified in the rental contract for delivery of equipment and shall continue until the equipment is returned. Lessee agrees to return said equipment on the date specified in the rental agreement. Out of town shipment of equipment shall be billed for a minimum two days rental charge. Irrespective of any arrangements with respect to number of rental days, full daily rates shall be charged for each day and each piece of equipment not returned after the date specified for the return of the equipment. A full additional day's rental will be charged for any equipment not returned by 10:00 AM. When on a daily schedule, daily rates will be charged for each day, Sundays and holidays included if the equipment is used. The daily rate will be charged for each full day or any portion thereof.

3. **Payment:** Terms of payment are COD unless Lessee has requested terms and Lessor has approved in writing such request. Payments due for 30 days or more shall be considered past due and for each month or part of a month thereafter an interest rate of 2% per month on past due amounts shall be charged. Lessee agrees to pay Lessor at Lessor's place of business or as directed by Lessor the rental fee for said equipment for not less than the minimum rental period as defined in the rental agreement and for such additional time thereafter, until Lessee returns said equipment to Lessor's place of business as provided herein. Lessee shall pick-up and return said equipment on the dates set forth in this Rental Agreement. Lessee agrees to pay for missing and/or damaged equipment immediately upon having received notice of the same from Lessor. Lessor shall be entitled to compensation not to exceed the lease payments for any losses Lessor may sustain because of the Lessee's cancellation of all or part of an order.

4. Lessee specifically acknowledges Lessor'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.

5. Lessee has made their own selection of Equipment without any suggestion or recommendations from Lessor.

Lessee acknowledges that said Equipment is rented to Lessee without any warranty or guaranty of any kind, expressed or implied, and that Lessor assumes no responsibility for the Equipment as being fit for any particular purpose whatsoever. Lessee assumes the entire responsibility that the Equipment selected by them is fit for their intended use and purpose and for the non-performance of the Equipment.

6. Lessee acknowledges that it has inspected and tested all Equipment supplied by Lessor at the time of rental or that the opportunity to test the equipment was permitted and that all Equipment are in good and working order and acceptable to Lessee. Furthermore, Lessee agrees that they will re-inspect and test all such Equipment prior to each use thereof and that they will process and/or view their footage daily.

7. Lessor shall not be responsible to Lessee for any claims by Lessee for alleged loss of profits, damages, delays, expenses or any claim whatsoever claimed to have arisen out of Lessee's use of Equipment. In the event Equipment is not functioning and/or damaged Lessee shall notify Lessor immediately in writing of any claimed malfunction and/or damage of any Equipment. Lessor shall have the option of substituting other like Equipment in exchange for the returned or of canceling this agreement and recalling all Equipment. In cases where the equipment was damaged by the action or negligence of Lessee rental charges shall continue to accrue until equipment is fully repaired. Rental charges shall accrue and be owed for any replacement Equipment unless the original damage is deemed to have been present prior to commencement of lease or is deemed to be a result of normal wear and tear.

8. Lessee shall only allow the Equipment to be used by duly qualified and/or licensed technicians and only in strict accordance with its contemplated use. Lessee shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of any laws.

9. Lessee assumes all risk of loss whether or not covered by Lessee's insurance coverage. Once Lessee has taken possession of the Equipment, Lessee's 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, while in use, and while in storage on the rental facility's premises. Furthermore, Lessee is responsible for the pick-up(s) and return(s) of the Equipment at the rental facility during normal business hours. If the Lessee does not pick up and/or return the Equipment at the rental facility, Lessee is responsible for the cost of transportation and the risk of loss for Equipment in transit to and/or from any location.

10. Lessee is responsible for all property (including but not limited to camera(s), props, sets, & wardrobe) stored and/or transported by Lessor for Lessee's ultimate use. Lessor shall be acting as the agent of Lessee in storing and/or transporting property, which belongs to third parties. All risk of loss to third party property, which is transported or stored by Lessor for the benefit of Lessee shall be the responsibility of Lessee.

11. **Insurance:** Lessee must insure all Equipment. Lessee shall at their expense, and at all times during the rental including while lessee, its agents or employees inspect or handle the equipment at Lessor place of business prior to the commencement of the rental or upon return of the equipment when Lessor assist in the checking of the returned equipment, maintain in full force and effect insurance covering all Equipment and/or Vehicle(s) rented from all sources, for the full replacement cost without deduction for depreciation, except Vehicle(s) which are valued at actual cash value, and for loss of use (rentals) of the Equipment and/or Vehicle(s). Lessee shall deliver to Lessor evidence of Lessee's insurance coverage prior to Lessee taking either constructive or actual possession of the Equipment and/or Vehicle(s). Lessee will forward a Certificate of Insurance evidencing Lessee's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Lessor that complies with coverage requirements as enumerated within this rental agreement.

a) Property Insurance. Lessee's insurance should be on a worldwide; replacement cost basis without deduction for depreciation, shall name Lessor as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment and no policy of insurance containing an exclusion for theft from an unattended vehicle will be accepted. Vehicle physical damage coverage shall include the perils "Comprehensive" and "Collision"; and all policies shall provide for 30 days written notice to Lessor before any policy shall be modified or cancelled. In determining whether the Equipment shall be repaired or replaced, Lessor Judgment shall be conclusive upon Lessee. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.

b) Liability Insurance. Lessee shall name Lessor as an additional insured on their liability insurance. Lessee'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; 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.

c) Lessee'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, Lessee's insurance carrier agrees that the rights of Lessor under Lessee's insurance policy shall not be affected by any act, neglect or breach of condition by the Lessee, other than non-payment of premium. Lessee shall remain primarily liable to Lessor for full performance under the terms and conditions of this rental contract in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Lessee's insurance, as required by this contract, shall allow Lessor to immediately and automatically terminate this contract, at their option.

12. Lessee agrees to indemnify, defend and hold harmless Lessor and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment and/or Vehicle(s) and by whomsoever operated. This indemnification shall survive the term of the rental contract.

13. This lease agreement shall be deemed to have been made in New York City, New York, irrespective of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties here determined, in accordance with the laws of the State of New York.

14. **Entire Agreement:** This signed Rental Contract (also found under "Terms and Conditions" in our Account Application) constitutes the entire agreement between Lessor and Lessee. No person has any authority to make or has made any representation, warranty or agreement on behalf of either parties which is not specifically herein set forth and this Lease is deemed not to have been executed in reliance upon any such representation, warranty or agreement. This Lease may not be modified nor altered except in writing by authorized representatives of each party.

15. Lessee authorizes Lessor to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to Lessor. It shall be the sole responsibility and obligation of Lessee to arrange for the safeguarding and storage of Lessee's images, content or data prior to the return of the Equipment to Lessor.

16. **Headings:** The headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

Authorized Persons to Place Orders:

Purchase Orders Required: Yes <input type="checkbox"/> No <input type="checkbox"/>	If PO are required, should they be: Verbal <input type="checkbox"/> Written <input type="checkbox"/>
Name	Title
Name	Title
Name	Title
Name	Title

Person To Contact for Payment:

Name	Title	Tel
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Hand Held Films' Credit Terms

Regular terms or payment required by Hand Held Films, Inc. are as follows, unless otherwise specified:	First time rentals must be paid in advance. Rentals under \$50.00 must be paid up front. All rental fees are due net 10, all invoices not paid after 30 days will be considered passed due.
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Customer Agreement to Hand Held Films, Inc.'s Terms & Conditions

I (customer) authorize you (Hand Held Films, Inc.) to obtain such information as you may require concerning the statements made in this application and agree that the application shall remain your property, whether credit is granted or not. I hereby declare that all statements in this application are true and complete. I agree to notify you of any material change in the statement as set forth and this statement shall be construed by you to be a continuing statement of the conditions of the undersigned and agreement to the terms and conditions of Hand Held Films, Inc. until written notice to the con-	trary is received by you. In consideration of the granting or renewing of any credit to the undersigned hereafter, the undersigned hereby waives the pleading of the statute of limitations as a defense to any obligation of the undersigned to you. The undersigned acknowledges that all sales, rentals and services are made in the State of New York. All actions against the undersigned may be brought in the State of New York, and the undersigned expressly consents to the jurisdiction of the courts of the State of New York.
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Name of Individual, Firm or Corporation:
Signature of Individual, Officer, Partner or Owner
Name and Title of Signing Officer

Hand Held Films, Inc. Agreement to Terms & Conditions

Hand Held Films, Inc. Signature	Date
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Continuing Guaranty

For valuable consideration, including the execution of one or more Rental Contracts by and between Hand Held Films, Inc. as Lessor and _____ as Lessee, the undersigned(s), jointly and severally, promise and guaranty to pay and perform any and all obligations of Lessee under each such Rental Contract prior to the revocation of this Continuing Guaranty. The undersigned(s) has read and understood the Terms and Conditions of Hand Held Films, Inc.'s Rental Contract. The undersigned(s) waives the right to all demands, protests or notices and the rights to require Lessor to proceed against any other person or to pursue any other remedy. The undersigned(s) agree to pay reasonable attorney's fees and all other costs and expenses incurred by the Lessor in the enforcement of any Rental Contracts between Lessor and Lessee or this Continuing Guaranty, or both.	this Continuing Guaranty, provided any such withdrawal shall not affect the liability of the undersigned(s) with respect to Rental Contract entered into prior to receipt of such notice. The undersigned(s) 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, the undersigned(s) agrees that in the event any item of equipment is either not returned to the Lessor or returned to the Lessor in a damaged condition, the undersigned(s) are liable to pay the Lessor the replacement value of the equipment or, alternatively, in the Lessor's discretion, the cost of repairs. In any event, rent for the equipment shall continue at the rate provided in the Rental Contract until the equipment has actually been replaced or repaired and returned to the Lessor's rental inventory regardless of any delays in replacement or repair attributable to causes beyond the control of Lessor.
The undersigned(s) understand and intend that this Continuing Guaranty shall continue until the actual receipt by the Lessor of written notice from the undersigned for the withdrawal of	

Name of Guarantor (type or print)	Signature of Guarantor
Home Address	
Home Tel	Social Security #
Name of Guarantor (type or print)	Signature of Guarantor
Home Address	
Home Tel	Social Security #