

Technological Cinevideo Services, Inc.

599 Eleventh Avenue • Ground Floor
New York, NY 10036

Tel: (212) 247-6517 Email: rental@tcsfilm.com
Fax: (212) 489-4886 Web: <http://www.tcsfilm.com>



Rental Application Form

To:	_____	From:	_____
FAX:	_____	Pages:	_____
Phone:	_____	Date:	_____
Re:	_____	CC:	_____

Dear Customer,

Thank you for your interest in doing business with us. As a new or existing customer, we kindly request that you carefully fill out all sections of the attached paperwork and submit it to rental@tcsfilm.com for review. This application is divided into **four sections** as outlined below. Note, step 4 is only required for **NEW** customers.

1. Credit Card Authorization Form
2. Insurance Requirements
3. Rental Agreement (signature required)
4. New Account Application Info (**new customers only**)

To summarize our requirements, both new and existing customers must provide **ALL** of following at least twenty four hours prior to the equipment checkout or pick-up date:

- Payment for rental charges (or purchase order if paying through Net 30 terms)
- Payment for insurance deductible
- Signed credit card authorization with fax/scans of front and back of card as well as front and back of valid state-issued ID or valid US passport.
- Current copy of certificate of insurance
- NYS Resale Certificate (if applicable)
- Signed Rental Agreement (attached to this document)
- New Account Application Info (**new customers only**)

PLEASE NOTE: The first job is always COD. Applications take approximately 2 weeks to process if you wish to have a NET 30 Account.

The Application is a total of 9 pages (incl cover). Existing customers can disregard the 4th section, which appears on pages 8 and 9. New customers must fill out all pages. Please let us know if you are missing any of the pages.

If you have any questions, please do not hesitate to contact us.

Step 1 - Credit Card Authorization

PLEASE SUBMIT COMPLETED FORM WITH ALL INFO BELOW ALONG WITH A COPY OF THE FRONT & BACK OF YOUR CREDIT CARD AS WELL AS A COPY OF YOUR VALID STATE ISSUED ID OR VALID US PASSPORT.

I hereby authorize Technological Cinevideo Services, Inc. d/b/a TCS to charge:

In the amount of \$ _____ as a **security deposit** authorization on the equipment;

NOTE: A SECURITY DEPOSIT IS THE INSURANCE DEDUCTIBLE YOU ARE RESPONSIBLE FOR

In the amount of \$ _____ as a **NON-REFUNDABLE deposit** to hold a rental

In the amount of \$ _____ as a **RENTAL, SALES OR REPAIR FEE** (including any additional rental charges, expendable charges, delivery fees, late return fees and/or missing, damaged or repair fees. All charges are final and cannot be refunded.)

Please Check One: Single time transaction Please keep card on file

Card Type: American Express VISA MasterCard

(please print with large block letters)

Name on the Credit Card _____

CC Holders Signature: _____

Credit Card Numb.: _____

Expiration Month: _____ Year _____

(CVV) Security Code: _____

Billing Address on _____
Credit Card

City _____ State _____ Zip _____

Billing Tel. _____ Fax _____

Please be aware that the amount authorized as security deposit will be unavailable for approximately 15-20 business days from date of authorization. *Please note: in sending back a completed authorization you are agreeing to all of the stated terms and conditions, including those of the attached Rental/ Sales Agreement (section 3).* **THANK YOU – TCS_**

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Step 2 - Insurance Requirements

Insurance Company: _____ Policy # _____

Insurance Broker: _____ Broker Tel # _____

Broker Contact: _____ Broker Fax # _____

Insurance Disclaimer:

It is important to understand that your furnishing a certificate of insurance may not fulfill all your obligations under the rental agreement.

The limit of insurance coverage for equipment is issued on a per occurrence basis not a separate limit for all rental companies involved in a production. Therefore, it is essential that the limit for equipment coverage equals the total value of all equipment used on a job. The minimum requirement for Equipment Coverage is \$250,000.

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 both your own interest, as well as our interest, that adequate insurance limits are maintained.

Policy must explicitly state "This policy does not include unattended or unlocked vehicle exclusion."

The undersigned agrees to **adhere to all the insurance requirements outlined above and on the following page.**

Name of Individual, Firm or Corporation (Please Print)

Signature of Officer, Partner or Owner

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Full Insurance Requirements:

PLEASE READ VERY CAREFULLY

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 TCS, Inc. with a certificate of insurance. This has to be done prior to the first rental and again, on each renewal term of policy.

1. Equipment Coverage (will vary but most cover the replacement value of the equipment):

Worldwide: Premises, Transit and **\$250,000 - \$1,000,000 (must cover total replacement cost of order)**

Unnamed Locations on a Replacement Cost Basis

- **Policy must explicitly state “This policy does not include unattended or unlocked vehicle exclusion.”**
- **Customer’s policy must provide explicit coverage for rented equipment and accessories.**
- **As stated above, coverage must be written on a “Replacement Cost Basis”, meaning the total value must cover the total replacement cost of the rented equipment. Consult your rental agent if you need to know the total order replacement cost.**

2. Third Party Property Damage Liability **\$250,000 (minimum)**

3. List TCS as Loss Payee for Equipment coverage at the address below:

**Technological Cinevideo Services, Inc.
599 11th Avenue Ground Floor
New York, NY 10036**

4. Commercial General Liability

General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Personal Injury and Advertising Injury Limit	\$1,000,000
Limit Each Occurrence	\$1,000,000

5. List TCS as an Additional Insured on the Commercial General Liability coverage.

6. Evidence showing Props, Sets & Wardrobe Coverage **\$ 100,000**

7. The insurance deductible, if any, should be clearly indicated.

8. The coverage must be “all risk”.

9. Evidence showing Workers Compensation and Employers Liability.

10. The captioned policy must be endorsed to provide 30 days written notice to TCS, Inc. in the event of cancellation, reduction, or increase in coverage.

11. The policy must include an endorsement stating that with respect to rented equipment from TCS, Inc. their interest may appear.



Step 3 – Signed Rental Agreement

EQUIPMENT RENTAL AND SALES AGREEMENT (3 PAGES)

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 manufacturer's specifications relating to the Equipment. 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), hidden or latent defects excepted, 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 manufacturer's specifications 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 possession of the Equipment the moment Equipment is in Customer's custody

and control. 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, except for loss or damages caused by the negligence or willful misconduct of company.

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. Customer shall be liable for the (a) full replacement cost of Equipment without deduction for depreciation, (b) actual cash value for Vehicles, and (c) loss of use of the Equipment and 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), arising or resulting from any failure by Customer to maintain the policies and limits of insurance set forth above and for any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable outside attorneys' fees and court costs) which, for any reason (other than a final, nonappealable judicial determination that same arose or resulted from the negligence or willful misconduct of Rental Company) shall not be covered or paid by Customer's insurance, including, without limitation, deductibles and any of same exceeding the coverage and limits of insurance set forth above.

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 notice will be delivered in accordance with the policy provisions should the policy be cancelled before the expiration date thereof. 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. 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.

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, subject to policy terms and conditions. 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 unless Customer provides Rental Company with written confirmation that such insurance is in full force and effect.

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, after reasonable notice and an opportunity to cure, terminate this rental agreement and, to the extent permitted by law, immediately repossess the Equipment, 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 peaceably and lawfully enter the Customer's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment.

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 against any and all bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Rental Company's gross 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 New York and shall be governed by laws of the State of New York, without reference to any conflicts of law principles. Customer and Rental Company agree to the State of New York, 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.

Signature Page

TCS REPRESENTATIVE:

Print

Signature

Date

CUSTOMER:

Print

Signature

Date

THREE - 3 - TRADE REFERENCES are required: Film/Video Industry Companies preferred.

DO NOT LIST ANY OF THE FOLLOWING: NO Credit Cards, NO Utilities (Gas, Water, Phone, Pager, Internet etc.), NO Attorneys, NO Accountants, NO Eastman Kodak, IBM, Xerox, 3M, Car Rentals, NOR Insurance Companies. AND NO PERSONAL REFERENCES. ***Only references where prior credit (account) has been established will be accepted. COD references will be rejected.***

<hr/>			
1. Company Name	Address	City, State, Zip	Phone_____
#1 Contact Person_____			Fax_____
<hr/>			
2. Company Name	Address	City, State, Zip	Phone_____
#2 Contact Person_____			Fax_____
<hr/>			
3. Company Name	Address	City, State, Zip	Phone_____
#3 Contact Person_____			Fax_____

INSURANCE INFORMATION:

Please double check that you have read the insurance requirements outlined earlier in this document, and signed on page 4 to indicate your agreement and compliance with our insurance terms, as indicated on page 3 and 4.

PAYMENT TERMS [if applicable]:

Terms are strictly Net 30 calendar days. All payments will be made in U.S. Dollars. Any payments made after 30 calendars are subject to 1.5% (one and one half percent) monthly interest, accruing from the payment due date. There are no exceptions to these terms.

The undersigned agrees to pay **COD for the first transaction after credit has been established.**

Name of Individual, Firm or Corporation (Please Print)

Signature of Officer, Partner or Owner