

**DVFILM RENTAL CONTRACT & SERVICE AGREEMENT FAX: (323) 657-5345**

**ALL INFORMATION REQUESTED MUST BE COMPLETED IN FULL INCLUDING CONTACT PHONE NUMBERS AND CELL PHONE NUMBERS ETC. PARTIAL INFORMATION WILL RESULT IN DELAYS OR REJECTION BY OUR CONTRACTS DEPARTMENT. YOU MUST FAX AND PRESENT AT TIME OF PICKUP ORIGINAL COPIES OF:**

- 1.) CONTRACT**
- 2.) CURRENT DRIVERS LICENSE.**
- 3.) CREDIT CARDS, 2nd Form of Valid Identification.**
- 4.) PHOTO ID/PASSPORT FOR ALL RENTALS.**

**WE NOW REQUIRE AT LEAST TWO SIGNATURES FOR CORPORATE VIDEO CLIENTS AND FINGERPRINT IMPRINT FOR ALL RENTALS UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE IN ADVANCE.**

**LOSS PAYEE NAME AND ADDRESS FOR INSURANCE CERTIFICATE PURPOSES IS: DVFILM LLC, 5419 HOLLYWOOD, Ste. C275, CA 90027. (888) 921-6111 Please Fax all contracts to (323) 657-5345.**

**RENTAL & SERVICE POLICIES RENTAL and AGREEMENT** Any individual or company wishing to rent equipment from DVFILM LLC or it's entities must fill our application form. This will be used to determine if the account will be on a net 10-day billing or a cash and deposit basis. COD accounts must pay for the equipment when they pick it up, and leave an extra day's rental as rental deposit. This is in addition to the security deposit. This encourages prompt returns. If the equipment is returned by 10am on the day it is due, the rental and security deposits are refunded.

Payment must be made in cash, check or money order and or special arrangements made with the owner if credit cards are to be used via PAYPAL or through or merchant bank processing service. All rentals are subject to a \$150.00 minimum. Purchases do not affect the rental minimum. Billing accounts must be paid within 10 days. Accounts in arrears will be subject to interest penalties of 1.5% per month.

The equipment must be picked up after 3pm on the day prior to the rental start day and must be returned by 10am on the day after the last chargeable day. For example, a job working Tuesday and Wednesday could be picked up by 3pm Monday and returned 10am Thursday for the 2-day rate. Weekends are charged as 1 day. The customer is liable for any loss or damage to the equipment other than the normal wear and tear. These standards are set solely by DVFILM LLC and it's entities.

The customer is responsible for insuring all equipment. **Renter must provide an insurance certificate naming DVFILM LLC as additionally insured for \$1,000,000 liabilities and as loss-payee for the appropriate amount of the new replacement value of the equipment rented on the miscellaneous equipment endorsement. We reserve the right to request a credit card in addition to the insurance policy for more than the requested deductible if we find that credit information or rating is inadequate for loss prevention.** *X \_\_\_\_\_ initial here.*

All cameras and lens rentals must have insurance with a reputable and recognized insurance agent. We reserve the right to reject any insurance certificate if we find there is problem in coverage, dates covered or the veracity of the information provided or if the certificate is fraudulent. The customer will be responsible for the full replacement value of equipment rented if loss or theft occurs. Replacement may also be placed on a credit card and card holder agrees to all charges and fees incurred due to loss. You give us the right to authorize or deduct funds from the credit card on file X\_\_\_\_\_ *initial here.*

The customer is encouraged to carefully inspect and test the equipment before accepting it for rental. Any equipment rented From DVFILM LLC and its entities must not leave the United States. Equipment that is lost or stolen will be charged rental until such time that we are notified. At that time the Rental will stop and replacement charges will be added. Formal terms and conditions are noted below on this contract. Please red them.

**Deposits:** We require a deposit for the FULL NEW REPLACEMENT cost of the rental equipment. If insurance is used you must leave the amount of the deductible required by your insurance carrier and copy of the insurance certificate indicating DVFILM LLC as the loss payee on the certificate. When a credit card is provided to secure a deposit and or to cover the deductible on an insurance policy you give DVFILM LLC full approval and authorization to charge the amount of the deductible and deposit on the card(s) provided. By agreeing to use your credit card for the deposit, you acknowledge that you have given full authorization to charge and that it will be used to compensate for any loss, damage, or debt per the rental policy. Deposits are released only after we have determined that there is no loss or damage to equipment. If we accept partial payments or payments marked "Paid in Full" or similar notations for any losses, it will not waive any of our rights hereunder to collect all amounts that you owe to us nor will it prevent us from forwarding this to the District Attorney in the event of fraud or theft. X\_\_\_\_\_ *initial here.*

**Cancellation:** We require at least a one week (7 days) cancellation for all video acquisition projects and services scheduled in advance. Any and all deposits to secure equipment are non refundable if you forfeit the days scheduled for rental of any equipment. Deposits made by phone via Amex, Visa or Mastercard are considered non refundable. All prices are per day unless specified. A weekend is charged as one day for all rentals. Services requiring trained personal are charged on a per day basis unless specified. A week is charged as three days unless specified. Monthly rates are available upon request. Prices are subject to change without notice.

**Out Of Town Rentals and Services.** When the equipment is shipped to DVFILM LLC, the minimum billing is two working days. Rentals are shipped with airfreight prepaid by the customer on the day of their choice. The equipment is to be returned via prepaid airfreight and must be marked for delivery to DVFILM LLC. We are not responsible for delays caused by the carrier. In the event such delays, the renter is still responsible for all transportation and rental charges. If it is critical that the equipment be received by a certain date, we suggest shipping at least 48 hours in advance.

NOTE: All equipment is thoroughly tested and operated before shipment. Air handling can be very hard on equipment and totally out of our control. In the event of malfunction, the renter is still responsible for transportation and rental costs.

**Insurance.** Renters of the equipment accept full responsibility for any loss or cost of repairs due

to damage while in the renter's possession. Insurance coverage is the responsibility of the renter. Proof of adequate coverage for the full replacement value of the equipment is required prior to rental. If insurance is used you must leave the amount of the deductible required by your insurance carrier and copy of the insurance certificate indicating DVFILM LLC as the loss payee on the certificate.

**Loss or Theft.** Renters will be charged at the day rate on equipment that is lost or stolen until DVFILM LLC is reimbursed for the replacement cost. Spare Lamps. There is no charge for spare lamps provided that burnt out bulbs are returned. A charge will be made for missing lamps, broken lamps or filaments, or excessive burn outs. Reservations and Cancellations. Please call well in advance to reserve services and equipment for future pick up or projects. We cannot guarantee availability on a short notice. Failure to cancel your order may result in a half-day charge for rentals and services. Theft of equipment is promptly reported to local law enforcement officials and referred to the Los Angeles District Attorney's Office.

**ACH/check & Credit Card security** If a check is returned for insufficient funds you give DVFILM LLC full authorization to use ACH/Check and check card services to deduct from your bank account the amount due to us if a check is returned for non sufficient funds. You also give permission for DVFILM LLC to authorize and charge the credit card on file for the specific amount of the check returned to us plus a \$25.00 return check fee. If a check is returned using ACH and we are unable to obtain payment we will promptly refer all outstanding returned checks to the Los Angeles District Attorney's Bad Check Department for processing and report any outstanding checks to Telecheck, Equifax, Experian, TRW. If a Credit Card or Check Card is returned using a chargeback or used without authorization and we are unable to obtain payment we will promptly refer to the Los Angeles District Attorney or local law enforcement agency for processing and report any outstanding debts, or fraudulent activity to Telecheck, TRW, Equifax and Experian. In the event of fraud your information will be forwarded to the Production Entertainment Rental Association, and placed on file with the appropriate rental agencies using PERA loss prevention services. Appropriate fees and fines (3x amount of check plus legal fees) will be levied as well as processing charges of \$25.00 per returned check. X \_\_\_\_\_ *initial here.*

**EQUIPMENT**

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_
- 4.) \_\_\_\_\_

**RENTAL DAYS** (Please be specific, Day. Month and Year)

- 1.) FROM \_\_\_\_\_ TO \_\_\_\_\_
- 2.) FROM \_\_\_\_\_ TO \_\_\_\_\_

**COST OF RENTAL**

1.) \_\_\_\_\_

2.) \_\_\_\_\_

**INSURER**

1.) \_\_\_\_\_ **INSURERS**

**DEDUCTIBLE** \_\_\_\_\_

**INSURANCE COMPANY CONTACT INFORMATION**

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**PHONE#** \_\_\_\_\_

\_\_\_\_\_

**PLEASE ATTACH INSURANCE CERTIFICATE**

**RENTAL DAY RESERVATION DEPOSIT**

\_\_\_\_\_ (non refundable)

**EQUIPMENT SECURITY DEPOSIT (if no insurance is provided)**

\_\_\_\_\_

- 0. (Note if you are using a credit card for a security deposit please note this in EQUIPMENT SECURITY DEPOSIT. )
  - 1. Lessor, Lessee. The Customer listed on this document under the heading "Bill To" is hereinafter called "Lessee." DVFILM LLC , is hereinafter called the Lessor." The Lessee agrees to the following terms and conditions by virtue of the Lessee's signature, or the lessee's authorized agent's signature, on the reverse side of this document. This contract contains the entire agreement between the two parties hereto.
  - 2. Activation of term. The Lessee's responsibility for the leased equipment begins when the Lessee takes possession of the equipment. Possession begins when the equipment physically leaves the lessor's place of business, taken either by the Lessee, the Lessee's agent, common carrier, or the carrier's agent.
  - 3. Leased Period and Rates. The first rental day of the contract begins on the date listed on this document. The last rental day is the day prior to the date on which the equipment is returned, if the equipment is returned before 10:00AM. Equipment returned after 10:00AM is subject to an additional day's rental charge. The amount of the daily rental charges are set forth on the reverse side of this contract. Weekly rates are extended to reflect a one week charge, and are used for budgetary purposes only. The actual number of weeks charged will be for the number of the weeks the equipment is in the lessee's possession. This period terminates not on the "Due In"

date indicated on the reverse side of the document, but rather on the date of the equipment's physical return to the Lessor, indicated by the "Date Returned" on the reverse side of this document.

4. Title. At all time during which the equipment in possession of the Lessee, the sole title, of the ownership and all rights attached to the ownership to the equipment remains in the name of the Lessor.

5. Liability of Lessor and Indemnity. Lessor is not liable for any loss, damage or injury caused by leased equipment. By acceptance of delivery, Lessee acknowledges having examined the leased equipment and to have found it to be in good working order, and has ordered, from the Lessor. The Lessor's liability, if any, for furnishing the wrong, incomplete, or defective equipment to the Lessee is limited to a rebate of the rental charged hereunder for such equipment.

6. The Lessor is sole judge of the equipment in question, and alone decides if the equipment was wrong, incomplete, or defective.

7. The Lessee here by indemnifies and holds harmless the Lessor, his agents and employees, from any claims, including legal fees, that might arise from the use of the leased equipment, and the Lessee assumes all liability for any such claims.

8. Shipments. If the equipment is shipped, no Lessee signature will be on this document. The Lessee enters into this contractual arrangement by virtue of the Lessee's verbal and/or written request for said shipment. The Lessee assumes possession of the equipment and all risks and expenses for any shipment once the equipment has been consigned to a carrier, or carriers agent, if not specified by the Lessee, the Lessor will determine which carrier to use. The Lessor is not liable in any way for the loss, damage, delay or costs arising from the shipment.

9. Loss, Damage, or Theft. The lessee is responsible for any loss, damage, or theft that might occur to the equipment while it is in his possession. The Lessee is responsible for the full replacement cost for any equipment lost, stolen or damaged beyond repair. Replacement cost is current price for new equipment. In the event that an item is no longer available as new, the nearest model of similar equipment, prior to the Lessee's possession, if such damage is done by the Lessee, or Lessee's agent, during the examination of the equipment. The Lessee is responsible for having in force sufficient insurance with an insurance company satisfactory to the Lessor to cover the current replacement of the equipment, naming the Lessor as Loss-Payee for miscellaneous equipment, and Additional Insured for \$1,000,000 liability. Any equipment declared for the Lessee to be lost or stolen will be charged for the full rental rate until the date on which the Lessor is notified. The Lessor alone determines whether equipment should be replaced or repaired. Questions of "normal wear and tear" are determined solely by the Lessor. All repair costs, including parts, labor and shipping costs are the responsibility of the Lessee, but all decisions about who performs the repairs are made by the Lessor. The rental charges are not applicable towards charges for lost, stolen, or damaged equipment.

10. Assignment and Subletting. Lessee will not assign, transfer or sublet its rights under this lease, and will not pledge, mortgage, or encumber the leased equipment in any way. The Lessee may not remove or cover any name plates, tags or serial numbers which identify the equipment as belonging to the Lessor. The Lessee will allow only qualified employees or agents to operate the equipment in the manner for which it is intended.

11. Unlawful Acts. The lessee will not permit the leased equipment to be used in violation of any federal, state or municipal laws or regulations, and holds lessor harmless from any fines, penalties or forfeitures that may result from an unlawful act. If the equipment for any reason is confiscated by a public authority, the lessee will be liable for continued rental charges until the equipment is returned to the lessor.

12. Bankruptcy and Default. In the event that the Lessee fails to make payment when due or enters into a state of insolvency, bankruptcy or receivership, or allows the necessary insurance coverage to lapse, this lessee will be in default. The lessor may terminate this lease and repossess the equipment without prior notice to the lessee or to any receiver, trustee, and assignee for the benefit of creditors or levying officer.

13. Right of Entry. The owner or its agent may lawfully enter at reasonable times the premises wherein the equipment resides for the purpose of inspection or repossession without liability for trespass or damage that may occur upon such entry.

14. Return of the equipment. The acceptance of the return of leased equipment is not a waiver of claims the owner may have against the lessee, nor is it a waiver of claims for latent or patent damage to the leased equipment.

15. Warranty. No terms, representation or warranty, expressed or implied, are binding on the owner unless set forth herein in writing.

16. Litigation. Any litigation that might arise per this lease will be held in Los Angeles County, California and lessee consents to binding arbitration for civil matters. Any situation resulting in theft of rented equipment will be submitted to the Los Angeles District Attorney's Office for In the event of any dispute regarding this lease, the owner has the right for full reimbursement of attorney's fees and court costs in addition to other recovery.

17. Past Due accounts. All past due accounts are subject to a service charge of 1.5% per month (18% annum )

**RENTER (PLEASE SPELL FULL NAME):**

\_\_\_\_\_

**FINGER PRINT SECURITY(required)** *see attached document schedule.*

**Company** \_\_\_\_\_

**Person Responsible for Equipment** \_\_\_\_\_

**DATE**

\_\_\_\_\_

**SOCIAL SECURITY NUMBER (required)**

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**DRIVERS LICENSE NUMBER / PASSPORT NUMBER** (please provide photo copy)  
(required)

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**PERMANENT HOME ADDRESS & HOME PHONE NUMBER** (required)

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**WORK ADDRESS & WORK PHONE NUMBER** (required)

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**YOUR CELL PHONE NUMBER (required) YOUR EMAIL ADDRESS (required)**

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**SIGNATURE OF RENTER** (required)

X \_\_\_\_\_

**PRINT FULL NAME**

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**SIGNATURE OF RENTER (PRODUCER) & OFFICE PHONE**(required)

X \_\_\_\_\_

**PRINT FULL NAME** (required)

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REFERENCES, NAME, PHONE NUMBER and ADDRESS. (you must provide three trade references, no exceptions) (required)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**NAME OF PRODUCER and DIRECTOR OF PROJECT AND PHONE NUMBER**  
(required)

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**CREDIT CARD AND ATM CHARGE CARD AUTHORIZATION AND SECURITY**  
(required)

You hereby agree and give permission to DVFILM LLC to authorize and/or charge your credit card provided for securing use of equipment. You agree and give permission to DVFILM LLC to authorize and/or charge your credit card for any rental deposits and fees to secure equipment dates or use for payment towards a rental. Any deposits and payments are non-refundable per the rental agreement. Any deposit made in advance of signed rental contract is non-refundable. In the event that any checks written to us for rental payment are returned unpaid for lack of sufficient funds (NSF) you give us permission and the right to charge the credit card(s) provided to cover any amount due to us for debts or payments owed to us, and/or any NSF check(s) used to rent equipment or services provided by DVFILM LLC. Furthermore you give us the right to charge an additional \$35.00 returned check fee in the event that any check written to us is returned unpaid by your bank. Payments using our payment or financing plans are automatically deducted on the 1st of each month, please see below for condition set forth in billing and payment of charges for financing or payment plans. In the event of loss, damage, theft of equipment as described in the rental agreement, you give DVFILM LLC the authority to use these authorized funds as payment towards the reimbursement of any loss or damage of any equipment left in your care. You also agree not to file a chargeback for return of these funds if it is found that the Lessee as described in this agreement is responsible for such loss as described in the rental agreement. *X* \_\_\_\_\_ *initial here.*

**CARD #1 CREDIT CARD NUMBER AND AUTHORIZATION:** (please provide photo copy of credit card, front and back and fill out each section completely)

Card Number \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
AMEX 4 or CC DIGIT # \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT \_\_\_\_\_

Credit Card Billing Address, City and Zip Code:

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**CARD #2 CREDIT CARD NUMBER AND AUTHORIZATION:** (please provide photo copy of credit card, front and back and fill out each section completely)

Card Number \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
\_\_\_\_\_ AMEX 4 or CC DIGIT # \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT \_\_\_\_\_

Credit Card Billing Address, City and Zip Code:

\_\_\_\_\_

Signature \_\_\_\_\_ (required)

PRINT SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

**Billing of Payment Plan Charges.** You agree to provide us with accurate and complete billing information including legal name, address, telephone number and credit or debit card/billing information, and to report all changes to this information within 30 days of the change. You represent that the address you have provided to us for billing purposes is either your residential or business street address. You authorize us to verify your creditworthiness with credit-reporting agencies from time to time. You agree to timely pay in full all charges for Service under the Agreement, including regular monthly Service and other charges billed to your account. Monthly recurring charges are invoiced one billing cycle in advance and any portion of a monthly billing cycle is not prorated, but billed as a whole cycle. We may change your billing cycle at any time. Any taxes, assessments, fees, costs or charges imposed on us or you as a result of providing the Service will be added to your charges. If we have agreed that you may pay for charges with a Card, we will charge the Card, when we bill for the charges, for all amounts or other obligations incurred before termination. YOU AGREE THAT YOUR CARD WILL AUTOMATICALLY BE BILLED BY US EACH MONTH FOR THE DURATION OF YOUR SERVICE UNTIL THE AGREEMENT IS TERMINATED AS PROVIDED HEREIN. X \_\_\_\_\_ *initial here.*

You also authorize us to charge your Card at or after termination of Service to pay what you then owe (including, but not limited to, payment of any early termination or administrative fee). If you revoke authorization to charge your Card, or if for any reason your Card issuer does not pay us, we must receive payment from you on or before the due date, or you will be in default. Except as prohibited by law, charges, less disputed amounts, must be paid by the due date. You agree that (a) time is of the essence; (b) it would be impractical to fix the exact amount of our damages if you fail to pay promptly; and (c) in the event we do not receive payment by the due date, your payment is past due and you shall pay us default interest of the lower of 1.5% per month (or any portion thereof) of any past due amount until paid, or the highest amount permitted by law. If you believe you have been incorrectly charged, you must notify us of such disputed charges within sixty (60) days from the date the disputed charges are first billed or you waive your right to dispute those charges. Please contact DVFILM SIMPLEPIX **888-921-6111** so that we can review your account. If you accept a credit to resolve an issue, you agree that the issue has been resolved. We may require you to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to: DVFILM SIMPLEPIX, P.O. Box 480311, Los Angeles, CA 90048. If it is determined that you owe any amount in dispute, that amount will be added to

any current charges and must be paid by the due date. If we accept late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of our rights hereunder to collect all amounts that you owe us nor will it constitute an accord and satisfaction. We may charge you a fee of \$20 or such amount as may be permitted by law for any Card amount rejected or check returned for insufficient funds.

Signature \_\_\_\_\_ (required)

PRINT  
SIGNATURE \_\_\_\_\_  
Date \_\_\_\_\_

DVFILM ,5419 HOLLYWOOD BLVD C275, LOS ANGELES CA 90027

## AUTHORIZATION TO CHARGE CREDIT CARD

I hereby authorize a charge of \$ \_\_\_\_\_ for the purchase of equipment and/or rental services from DVFILM to the credit card listed below.

I, \_\_\_\_\_, certify that I am the cardholder of the MasterCard/Visa/Discover/American Express credit/charge card listed below and that I the authorized user.

BILLING ADDRESS (MUST BE SAME AS CREDIT CARD BILLING STATEMENT)

SHIP ADDRESS \_\_\_\_\_

I further certify and attest that as an approved user of this charge/credit card and I authorize DVFILM to debit the credit card account listed above for the total amount of noted above. I understand that this transaction is subject to authorization by the issuing bank and the issuance of an authorization approval code by same. I further understand that by signing this form I agree to pay any amount due DVFILM in the event that this transaction is subsequently charged back to DVFILM.

X

DATE \_\_\_\_\_ SIGNATURE of CARD HOLDER \_\_\_\_\_

NAME AS EXACTLY APPEARS ON CARD	
Credit Card Type	
Credit Card Number	
Expiration Date	
SECURITY CODE	
ISSUING BANK NAME, ADDRESS & PHONE NUMBER	

**Please complete this form and attach an enlarged copy of the front and back of the credit card listed above and photo ID on a separate sheet. Please fax documents to 323/657-5345**

DVFILM, 5419 HOLLYWOOD BLVD C275, LOS ANGELES CA 90027  
service@dvfilm.net

