



1720 Redwood Road, Suite B  
 San Marcos, TX  
 78666 USA

(512) 537-7049

## Company Information & Rental Terms Conditions

Individual or Firm Name: \_\_\_\_\_

DBA ( if different): \_\_\_\_\_

Billing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Date Business Established: \_\_\_\_\_ Employer Identification #: \_\_\_\_\_

Corporation - State & Date of Incorporation: \_\_\_\_\_ Partnership Proprietorship Non-Profit

Type of Business: \_\_\_\_\_ Have you ever filed for bankruptcy?: Yes No

**Owners, Partners or Officers – Name, Title & Address for Each**

1. \_\_\_\_\_  
 \_\_\_\_\_
2. \_\_\_\_\_  
 \_\_\_\_\_
3. \_\_\_\_\_  
 \_\_\_\_\_

Accounts Payable Representative and Phone Number: \_\_\_\_\_

Authorized Purchasers: \_\_\_\_\_

Please Note Any Restrictions: \_\_\_\_\_

Purchase Order Required: Yes\_No \_\_\_\_\_ Amount of Credit Requested: \$ \_\_\_\_\_

Sales Tax Exempt Status: Taxable Non Taxable TN Resale # \_\_\_\_\_ (attach Cert. Of Resale)

### Industry Related Trade References

Reference #1: \_\_\_\_\_ Name

Contact \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Reference #2: \_\_\_\_\_ Name

Contact \_\_\_\_\_ Account # \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_



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### Bank References

Name of Bank: \_\_\_\_\_  
 Branch Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Account Number: Checking \_\_\_\_\_ Savings: \_\_\_\_\_

### Insurance Information

**A CERTIFICATE OF INSURANCE covering miscellaneous rented equipment and listing CINEMILLS CORPORATION as “Additional Insured” and “Loss Payee” is required from all rental clients.**

Insurance Broker: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

I represent that the above information is true, to the best of my knowledge and the receipt of which is hereby acknowledged and for the purpose of inducing CINEMILLS CORPORATION to extend credit to the applicant. My company and I authorize CINEMILLS CORPORATION to make such credit investigation as sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to any and all information concerning the financial and credit history of my company and myself.

### General Terms and Conditions and Personal Guarantee

- Application for credit is for CINEMILLS CORPORATION
- Credit accounts will be granted only upon approval of credit application. Net amount due 20 days after agreed date for return of equipment.
- Two percent per month (24% per annum) will be charged on accounts unpaid over 30 days from date of invoice.
- If CINEMILLS CORPORATION places account with an attorney or collection agency, customer agrees to pay reasonable collection costs, attorney fees and court costs. Customer agrees to pay CINEMILLS CORPORATION directly or as directed by CINEMILLS CORPORATION.
- No additional credit will be extended to past due accounts unless satisfactory arrangements are made with the CINEMILLS CORPORATION credit department.
- PERSONAL GUARANTEE: If the credit customer is a corporation or partnership, then those signing this application, whether signing as an officer or partner or not, personally guarantee payment for all items purchased on credit by the corporation or partnership. The undersigned unconditionally guarantees to CINEMILLS CORPORATION the full and prompt payment of any and all indebtedness, which may at any time and from time to time be owing to CINEMILLS CORPORATION by applicant and the undersigned agrees to pay all reasonable said indebtedness, or any part thereof, and in the enforcing of this guaranty according to CINEMILLS CORPORATION's terms of credit.
- All notice of default and demand for payment are hereby waived.
- It is fully understood that this agreement is a continuing agreement and by signing customer agrees to all terms and conditions found on the CINEMILLS CORPORATION rental contract.

I have read and agree to all of the terms and conditions and Rental Policies stated in this application. Further, by signing below, the signatory hereby represents that they are an authorized agent of the Customer or are otherwise authorized to bind the customer to this agreement.



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Authorized Signature (s): \_\_\_\_\_

Printed Name (s) : \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **RENTAL POLICIES**

#### **POLICY ON CHARGES & PRICES**

- Daily rental commences at 9 a.m. Ordered equipment is available for issue at CINEMILLS CORPORATION premises at 9 a.m. or thereafter. Equipment returned after 10 a.m. on its due return date or any subsequent day can incur additional charges. Accordingly, customers should notify CINEMILLS CORPORATION rental department of any known or expected delay in returning equipment.
- All orders are to be picked up at CINEMILLS CORPORATION unless previous arrangements have been made for delivery. There will be a charge for delivery service.
- Minimum rental period is one day or 24 hours. Daily rate applies through 3 days.
- 4-7 days equal weekly rate of 4 days. (Based on calendar week-Monday thru Sunday)
- When out on daily rental, Saturday, Sunday and Holidays are to be paid when equipment is used.
- Rental prices do not apply toward purchase. Prices and specs subject to change without notice.

#### **OUT-OF-TOWN RENTALS**

- Minimum out-of-town rental will be 2 days.
- Rental starts the day of shipment and continues until the date and time equipment is physically returned to CINEMILLS CORPORATION premises.
- All shipments will be shipped collect for freight and insurance charges. Equipment must be returned pre-paid on freight and insurance. Any return "collect" charges will be invoiced to customers with a 25% mark-up added.
- Most shipments also require a delivery to a common carrier. This charge will be invoiced to customers.

#### **OUT-OF-COUNTRY RENTALS**

- Equipment may not be taken out of the Continental U.S.A. without prior permission in writing from an authorized official of CINEMILLS CORPORATION. If CINEMILLS CORPORATION permits equipment to be taken out of the Continental United States; customers are responsible for registration with the U.S. and Foreign Customs. No rental allowance will be made for time lost due to improper documentation, impounding or delays of equipment by Customs for any reason.

#### **TERMS & CONDITIONS**

- Payment terms are due upon receipt and no later than 10 days, unless otherwise required or agreed by CINEMILLS CORPORATION
- Discounts are available for pre-payment.
- Credit accounts will be granted only upon approval of credit application. Net amount due 20 days after agreed date for return of equipment.
- Two percent per month (24% per annum) will be charged on accounts unpaid over 30 days from date of invoice.
- If CINEMILLS CORPORATION places account with an attorney or collection agency, customer agrees to pay reasonable collection costs, attorney fees and court costs. Customer agrees to pay CINEMILLS CORPORATION directly or as directed by CINEMILLS CORPORATION.
- Applicable state and local taxes are additional to prices for rental, purchase and other taxable items.



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- Expendables on CINEMILLS CORPORATION grip packages are charged on an as used basis.

#### **AVAILABILITY**

- Equipment should be reserved as far in advance as possible to insure availability. Equipment is subject to prior rental unless reserved for specific dates.
- Customers shall compensate CINEMILLS CORPORATION for any loss sustained as a result of customers canceling all or part of an order.
- Rentals are for agreed dates only. CINEMILLS CORPORATION must authorize extension of rental period. Unauthorized extension will be charged at full daily rate (i.e. weekly, monthly rate will not apply). When rental equipment is not available from CINEMILLS CORPORATION, customer agrees to accept comparable equipment obtained by CINEMILLS CORPORATION from other sources. Rental charges for such equipment may be at rates other than published by CINEMILLS CORPORATION and may be charged at full daily rates.

#### **RESPONSIBILITY**

- Customer agrees to admit CINEMILLS CORPORATION or agent thereof to enter the premises upon which rental equipment is kept for the purpose of checking the state and condition of CINEMILLS CORPORATION's equipment, for the purpose of repossessing the equipment in the event that the customer is in default of any term of the lease, whatsoever.
- Customer shall not remove the rented equipment from the state in which it is rented prior to obtaining written permission from CINEMILLS CORPORATION. Furthermore, customer shall not remove the leased property from the ground in any airplane or any machine used for air travel including but not limited to helicopters, blimps, and hot air balloons without written consent of CINEMILLS CORPORATION.
- Customer shall not lease or loan the equipment described herein to any other persons, firms, or corporations, and the equipment shall at all times remain under the immediate and actual control and direction of the customer. **Initial**
- Customer agrees not to remove cover, deface or alter any tag, serial number or nameplate.
- A person executing the rental contract on behalf of a company warrants that he/she has full authority of the company to sign the rental contract and obligate the company.
- Customer agrees to indemnify CINEMILLS CORPORATION and to hold CINEMILLS CORPORATION 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.

**IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER THAT ALL ELECTRICAL EQUIPMENT IS PROPERLY GROUNDED**

**IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES.**

#### **INSURANCE**

- All equipment rented must be fully insured by the customer before it can leave our premises. Customers who do not accept the damage and/or loss waiver, must provide by copy documentation, in advance of rental, evidence of having insurance maintained in full force and effect which would be adequate to cover all equipment rented, from all sources, at full replacement cost and/or repair (without deductions for depreciation), except vehicles which are at actual cash value, and loss of use (rents) of the equipment of any and all items rented whether damage and/or loss would occur during shipment by common carrier the period equipment is out of CINEMILLS CORPORATION premises.
- Property Insurance-Your insurance shall name CINEMILLS CORPORATION 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 CINEMILLS CORPORATION before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.00.



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- Liability Insurance-You shall name CINEMILLS CORPORATION 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, \$1,000,000.00 per occurrence and annual aggregate; Automobile Liability, \$1,000,000.00 combined single limit.
- The rights of CINEMILLS CORPORATION are not affected by your non-performance. Your insurers shall agree that the rights of CINEMILLS CORPORATION under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by you, other than non-payments of Insurance premiums.
- CINEMILLS CORPORATION will insure on common carrier and requests customer to return the same way unless customer's insurance policy specifically states it covers common carrier transport with CINEMILLS CORPORATION as loss payee. When and if a large loss would occur, the common carrier's payment would make up the difference between true value and insurance payment.
- If CINEMILLS CORPORATION does not have in its possession a written insurance certificate itemizing all risk coverage for CINEMILLS CORPORATION's equipment from customer's insurance company naming CINEMILLS CORPORATION as the loss payee, then CINEMILLS CORPORATION, at their discretion, can refuse to allow the rental equipment out of CINEMILLS CORPORATION's possession without deposit or acceptance of damage waiver by renter.

#### **DAMAGE AND/OR LOSS SECURITY FEE**

CINEMILLS CORPORATION can provide a \$2,500.00 deductible equipment damage and/or loss coverage for 12% of customer's gross rental. This covers only the Continental U.S.A. Negligence, willful misconduct or damage and/or loss while in the hands of non-carriers is not covered.

#### **LOST/DAMAGED ITEMS**

- Lost and/or damaged equipment will be reported to customers as soon as possible and appropriate charges will be invoiced. Any items returned late will incur charges until returned.
- Acceptance of return ordered equipment does not waive claims against customer for latent or hidden damage to equipment.
- In the event of loss or damage to the leased equipment, customer agrees to repair or replace same and to pay CINEMILLS CORPORATION a rental for such period of time, until such lost or damaged equipment shall be replaced together with all costs and expenses of such repair or replacement.
- In the event of any loss, the value of leased equipment shall be that listed in the manufacturer's current user price list effective at time of loss plus shipping and taxes when applicable.

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#### **WARRANTY**

- No warranty of performance is made for equipment beyond its being in working order when it leaves CINEMILLS CORPORATION. The equipment is offered for inspection and test at the time of rental. CINEMILLS CORPORATION is not responsible for any loss resulting from the use of its equipment or other supplies. **PLEASE CHECK YOUR ORDER CAREFULLY BEFORE SIGNING ANY RENTAL AGREEMENT. YOU ARE RESPONSIBLE FOR THE QUANTITY AND CONDITION OF THE EQUIPMENT AND SUPPLIES AS LISTED ON YOUR RENTAL AGREEMENT. LAMPS, IF BURNED OUT, MUST BE RETURNED FOR CREDIT. BROKEN, MISUSED OR UNRETURNED LAMPS WILL BE CHARGED AT LIST PRICE.**

#### **MISCELLANEOUS**

- **CINEMILLS CORPORATION RESERVES THE RIGHT OF PRIOR APPROVAL OR DESIGNATION OF QUALIFIED OPERATORS**
- This agreement contains the entire understanding between the parties. No oral modification, even by an employee of CINEMILLS CORPORATION, can modify this agreement. This agreement can only be modified in writing and signed by both parties.



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- Customer affirms that they are over the age of 21 years or is a corporation legally authorized to do business in the state of California.
- The parties agree that any dispute arising from or under this contract shall be determined in accordance with the laws of Los Angeles County in the state of California.
- Customer agrees to pay all attorney's fees or costs incurred by CINEMILLS CORPORATION in protecting its rights of property under this agreement or in suing the customer for breach of this agreement.
- CINEMILLS CORPORATION will provide instructions regarding the use of equipment at the customer's written request, but cannot be held responsible for the completeness or accuracy of the instructions. Proper care, operation, application and understanding of equipment are solely the responsibility of the customer.
- An additional charge will be billed for transactions requiring an extension of normal business hours.
- Additional terms are printed on all rental contracts and are in addition to the above terms.

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