

Rental Policies and New Account Application

In order to rent equipment with DC Film Gear, LLC we kindly ask that you complete and return the following items.

This form MUST be filled out either through DocuSign or printed off and filled out by hand.

We cannot accept other digital signatures (via phone, tablet, PC, etc.)

New Rental Application (Page 2)

Please allow sufficient time for us to process your application prior to your pickup.

Application must be filled out completely and signed by the individual renting, or if for a company, by an owner or partner.

For orders requiring insurance, the company who is the named insured must be the company filling out the paperwork.

Terms and Conditions (Page 3 & 4)

Should be initialed on each page and signed at the end by the individual renting or the owner/partner for your company.

Credit Card Authorization Form & ID (Page 5)

Must be filled out completely and include photocopies of the credit card and card-holder's Government-issued valid ID.

Even if you plan to pay via cash or check, we still require all clients to have a valid credit card on file.

Certificate of Insurance

Please issue us a certificate of insurance naming DC Film Gear, LLC as a loss payee / additional insured.

Insurance must cover rented equipment value totaling at least the full retail replacement value of the equipment on your order, plus the value of any other rented items for your production for which you are issuing certificates for. Please refer to the Terms and Conditions for more info. A general liability insurance with a limit of 1 million US dollars is required. We cannot accept any insurance which has unattended / unlocked vehicle exclusions or endorsements.

Payment

Payment is due on the day of pickup unless previously arranged.

We prefer check and cash payments but also accept VISA/MASTERCARD/AMEX for a 3% processing fee.

If your company plans on frequent rentals, and you would like to establish 30-day terms, please contact us.

Rental Policies and New Account Application

DC Film Gear, LLC

All fields required & kept strictly confidential

COMPANY NAME (IF APPLICABLE) :		
PRINCIPAL'S NAME:		
POSITION:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:		
EMAIL:		
TAX ID or SSN:		
SECONDARY CONTACT NAME (OPTIONAL):		
PHONE(OPTIONAL):		
EMAIL (OPTIONAL):		

The (undersigned) company/principal certifies that all information contained in this application is complete, factual and correct; and understands that DC Film Gear, LLC and/or its agents or representatives will verify the information and use it to determine extending any credit. I authorize anyone to check any of the info and waive any rights to privacy of credit information rights or regulations. I understand this application will be denied for any falsities.

SIGN: _____ DATE: _____

PRINT: _____

ON BEHALF OF (COMPANY NAME) _____

Terms and Conditions

Inspection/Warranty Inspect your equipment thoroughly. The pickup/prep day before your shoot is provided to find any problems or defects with equipment prior to equipment leaving our place of business. We advise that you not shoot on your pickup/prep day for this reason. DC Film Gear, LLC accepts no liability for equipment that is found to be defective or malfunctioning after it leaves our place of business. DC Film Gear, LLC makes our best effort to inspect all equipment and maintain it in

peak working condition. As soon as Rentee, Rentee's agent, common carrier, or carrier's agent removes any equipment from our place of business, Rentee takes possession of the equipment. By taking possession of the equipment Rentee agrees that it is in full working, undamaged condition, unless noted on invoice. DC Film Gear, LLC retains no liability for wrong functioning, incomplete, or defective equipment, or any accident/injury, or death that comes from the use of our equipment, except to the extent due to the negligence or willful misconduct of DC Film Gear, LLC and its employees. DC Film Gear, LLC, has no responsibility or expectation to issue

refunds or credits for Equipment rental fees paid for any reason including, but not limited to: early return, damaged equipment, and malfunctioning equipment.

Title/Liability At all times, the sole title of ownership and all rights attached to the ownership of the equipment remains with DC Film Gear, LLC or its agents and members. DC Film Gear, LLC is not liable for any loss, damage, or injury caused by leased equipment, except to the extent due to the negligence or willful misconduct of DC Film Gear, LLC and its employees. The Rentee hereby indemnifies and holds harmless DC Film Gear, LLC, its agents, employees, and members, from any claims, including legal fees, that might arise from the leased equipment, and the Rentee assumes all liability for such claims, except to the extent due to the negligence or willful misconduct of DC Film Gear, LLC and its employees.

Bankruptcy, Default & Right of Entry In the event that the Rentee fails to make payment when due or enters into a state of insolvency, bankruptcy, or receivership, the Rentee will be in default. DC Film Gear, LLC may terminate this lease and repossess the equipment without prior notice to the Rentee or the receiver, trustee, and assignee for the benefit of creditors or levying officer. The owner of or its agents may lawfully enter at reasonable times the premises wherein the equipment resides for the purpose of inspection and repossession without liability for trespass or damage that may occur upon such entry.

Return of the Equipment: The acceptance of the return of leased equipment is not a waiver of claims that DC Film Gear, LLC may have against Rentee, not is it a waiver of claims for latent or patent damage to the leased equipment.

Refunds & Exchanges Though not required in any way by this contract, DC Film Gear, LLC, strives to make our customers happy. Any refund, credit, or exchange issued is solely determined at the discretion of DC Film Gear, LLC.

Cancellation Policy We know that things come up and plans change, and we do our best to accommodate cancellations without penalty. However, DC Film Gear, LLC, reserves the right to impose the following cancellation penalty: Rentee agrees for DC Film Gear, LLC to issue a billing statement and/or charge Rentee's on-file credit card 10% of their reserved invoice total in the event of cancellation within 48 hours of scheduled pickup, or if Rentee fails to show up on their designated pickup date. All cancellation charges will remain on balance in Rentee's account and can be applied to future rentals.

Litigation Any litigation that may arise per this lease will be held in Washington, DC and the Rentee consents in jurisdiction thereof. In the event of any dispute regarding this lease, the prevailing party has the right for full reimbursement of outside attorney's fees and court costs in addition to other recovery.

Past Due Accounts: All past due accounts are subject to a service charge of 1% per month, or 12% per annum.

Assignment and Subletting: Rentee 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 Rentee may not remove or cover any name plates, tags, stickers, or serial numbers which identify the equipment as belonging to DC Film Gear, LLC,. The Rentee will allow only qualified employees or agents to operate the equipment in the manner for which it was intended.

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

This agreement is by and between DC Film Gear, LLC (herein "DC Film Gear, or DC Film Gear, LLC") and the Rentee listed below. It is in effect immediately upon signing and shall remain in effect per perpetuity or until cancelled by DC Film Gear, LLC.

Indemnity Rentee ("You") agree to defend, indemnify, and hold DC Film Gear, LLC, (Us or We) harmless from and against all claims, actions, causes of action, demands, rights, damages, costs, loss of profit, expenses and compensation whatsoever including court costs and actual and verifiable outside attorney's fees, in any way arising from, or in connection with, the Equipment rented/leased or the services provided, including without limitation, as a result of its use, maintenance or possession, irrespective of the cause of the Claim, from the time the Equipment leaves our place of business (the time you rent / lease it) until the Equipment is returned to us except to the extent due to the negligence or willful misconduct of DC Film Gear, LLC, Employees.

Insurance Information Note that purchasing your own insurance policy from a reputable provider is the safest way to protect your rental. Be sure to fully understand your insurance coverage. We reserve the right to reject any insurance certificate at our discretion. If you do not have insurance a credit card hold can and will be placed against your account for an amount up to the replacement value of the rented equipment. You are required, unless otherwise noted, to maintain liability insurance at your own expense, including general liability coverage with a limit of 1 million US dollars or more, coverage for the operations of independent contractors, equipment providers, coverage for rented equipment and/or 3rd party rented equipment, and standard contractual liability coverage. The insurance shall name DC Film Gear, LLC as a Loss Payee / Additional Insured. Such insurance shall remain in effect during the course of this Agreement and shall include, the following coverage: standard contractual liability, personal injury liability, completed operations, and product liability, rented equipment / 3rd party rented equipment coverage in an amount equal to or greater than the sum total of all rented equipment by the Rentee from any and all parties.

Pickup/Return: Pickup times/late charges: Unless otherwise agreed to prior to pickup and in writing, pick up takes place after 1pm the business day before your 1st shooting day and must be returned before 11am on your scheduled return day. Anything not returned on time shall be billed for at the current rates until returned, with a minimum 1 day rental charge as late fee.

READ & UNDERSTOOD (initials): _____

Pricing & Availability: Pricing and availability are subject to change without notice and is not guaranteed. Rentals are not reserved until this rental contract or a rental extension with valid billing information is received. At that point we will reserve the agreed upon equipment for your rental. We always make our best efforts to please our customers and assure that your equipment is available and in working condition for your pickup. However, in the event of unforeseen circumstances that prevent us from providing the reserved equipment for the scheduled price, we will make best efforts to find alternatives, including other vendors, or refunds of payment/deposit. Rentee agrees not to hold DC Film Gear, LLC liable for any costs from cancellations delays or other expenses that may arise if equipment reserved becomes unavailable.

Loss & Damage: Rentee is liable for any and all loss and damaged to the rented equipment while it is in the Rentee's possession or possession of any co-worker, associate, family member, friend, or common carrier. Including but not limited to loss or damage that occurs during transit, loading, unloading, normal wear and tear excluded, while at any and all locations, while in storage at your premises or location, regardless of whether Rentee or Rentee's agent is attending equipment. Rentee is responsible for the full replacement cost for any equipment lost, stolen, or damaged beyond repair. Replacement cost is current price for new equipment. DC Film Gear, LLC, alone determines whether equipment should be replaced or repaired. Rentee may request at their expense, an independent claims adjuster to verify any damage. All repair costs are the responsibility of Rentee. DC Film Gear, LLC, shall choose the method and provider of such repair parts and services. Equipment that is lost or stolen will be charged applicable rental rates until such time as we are notified. At that time the rental period will stop and replacement charges will be added. Rental fees do not apply to loss and damage charges.

Condition of Equipment: Rentee will assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as set forth herein, except to the extent due to the negligence or willful misconduct of DC Film Gear, LLC and it's employees. Rentee will, at Rentee's expense, maintain the Equipment in good mechanical condition and running order. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which you are liable. Upon pickup, you consent to having reviewed the Equipment and any and all parts or accessories supplied and by signing this agreement will assume liability for any and all damages and loss to Equipment. You agree to notate in writing any damages/faults/defects prior to checking out equipment. Should you return any Equipment in a condition we deem unsatisfactory, or returned in a condition different that it was checked out in, you authorize DC Film Gear, LLC, to issue you a billing statement to be paid promptly by Rentee, normal wear and tear excluded. I'm

Technician/Operation/Media Management: Rentee shall only allow the Equipment rented to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, only 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, the equipment and the data acquired. All data and media acquired with DC Film Gear, LLC, equipment is the responsibility of Rentee, and DC Film Gear, LLC, is not liable for corrupted or otherwise damaged or lost media or data. DC Film Gear, LLC, is not liable for any data recovery costs, and is not liable or responsible for any data or media left on Equipment, or if the malfunction of any equipment damages or otherwise harms data or media. Rentee shall process, review, and backup their data in a timely manner.

Loss of Use: If rentee's leased equipment is returned damaged, broken, or in a otherwise unusable condition, or it is not returned at all, rentee is liable for loss of use costs incurred by DC Film Gear, LLC,. Loss of use costs are current rental costs of the equipment, for the time duration it is reasonably expected for DC Film Gear, LLC, to obtain a completed repair or purchase and receive like equipment. Loss of use costs are in addition to and separate than loss and damage costs. Any waiver of loss of use costs is solely at the discretion of DC Film Gear, LLC,.

Original Document A facsimile, photocopy, or scanned image of this document shall be considered as true as the original and shall remain in full effect.

Agreement Term: This agreement will remain in force for a period of 2 years. It will become temporarily dormant and inactive when all equipment and property Rentee has rented is returned to us, with all accessories, free from all damage, and in the same condition and appearance as when received by Rentee. It will become active and enforceable should you rent from DC Film Gear, LLC again. Rentee agrees that this agreement will be in force and will cover current and all future rentals by Rentee from DC Film Gear, LLC without the need for any further, subsequent, or signed agreements between Rentee and DC Film Gear, LLC, unless this agreement is superseded by a new signed rental agreement between Rentee and DC Film Gear, LLC.

Shipped or Delivered Orders: Rentee agrees to waive all rights to prep and inspect gear prior to receipt of their rented equipment. A qualified DC Film Gear, LLC agent, employee, or personnel will instead thoroughly prepare, test, and inspect all equipment to ensure everything is in acceptable working order. Any irregularities, defects, damages, etc. will be noted and relayed to rentee prior to packaging the equipment for shipment/delivery. Rentee has the option to contact and cancel the order without penalty if any damages/defects are found and deemed unacceptable, and if DC Film Gear, LLC, is unable to provide a reasonable replacement. After the DC Film Gear, LLC, prep technician signs off on all the equipment in the order and double-checks it for completeness, all equipment will be carefully packaged in appropriate containers / cases for shipment or delivery, and will be documented. If any damages, defects, or other problems are found with the equipment upon return that were not previously noted by the inspecting technician, Rentee accepts all responsibility for said damages as per the Terms and Conditions. Once all equipment leaves our place of business, Rentee is fully responsible for the equipment under the normal terms outlined in the Terms and Conditions.

This Document is legally binding in whole and in part. If any portion of this document is found to be not binding, the remainder of this document remains in effect. This document is the sole agreement between DC Film Gear, LLC and Rentee.

BY SIGNING THIS DOCUMENT, I AGREE TO THE TERMS AND CONDITIONS OF DC FILM GEAR, LLC

SIGN: _____ DATE: _____

PRINT: _____

ON BEHALF OF (COMPANY NAME) _____

CREDIT CARD AUTHORIZATION FORM

CARD TYPE (CHECK ONE):	VISA []	MASTERCARD []	AMEX []
INDIVIDUAL NAME: _____			
CARD NUMBER: _____			
SECURITY CODE: _____			
EXPIRATION: _____			
BILLING ADDRESS: _____			
CITY: _____		STATE: _____	ZIP: _____

PLEASE INCLUDE FRONT/BACK
OF CREDIT CARD

PLEASE INCLUDE FRONT OF
DRIVER'S LICENSE
OR
PHOTO ID

BY SIGNING THIS AGREEMENT I AUTHORIZE DC FILM GEAR, LLC TO CHARGE THE CREDIT CARD PROVIDED FOR ORDERS PLACED OR FEES ASSESSED IN ACCORDANCE WITH THE DC FILM GEAR, LLC RENTAL AGREEMENT.

I HAVE READ THE DC FILM GEAR, RENTAL & CANCELLATION POLICIES AND I UNDERSTAND THAT I WILL BE HELD FULLY RESPONSIBLE FOR THE ABOVE CHARGES

CARDHOLDERS NAME: _____

SIGN: _____

DATE: _____

Trade Reference Form

Company Name (if applicable): _____

Individual Name: _____

TRADE REFERENCES

PLEASE LIST TWO OR MORE RENTAL COMPANIES YOU HAVE RENTED FROM IN THE PAST

	COMPANY	CONTACT NAME	PHONE #	EMAIL	CITY	STATE
1						
2						
3						